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THE

REPORTS OF COMMITTEES

OF THE

SENATE OF THE UNITED STATES,

FOR THE

FIRST SESSION OF THE THIRTY-EIGHTH CONGRESS

PRINTED BY ORDER OF THE SENATE.

IN ONE VOLUME.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1864.

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OF

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FOR THE

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IN THE SENATE OF THE UNITED STATES.

JANUARY 12, 1864.—Ordered to be printed.

Mr. CHANDLER made the following

REPORT.

[To accompany bill S. No. 48.]

The Committee on Commerce, to whom was referred the memorial of B. C. Bailey, report:

In the case of the ship "Argo" the facts are these: The ship was under a charter in 1861 to proceed to City Point, Virginia; thence to Bremen, with a cargo of tobacco, on foreign account; and thence to Quebec. While loading at City Point the ports of Virginia were blockaded, allowing to owners until the fifteenth of May, 1861, to load and clear their vessels.

The "Argo" left City Point on the twelfth of May, and was proceeding on her voyage to Bremen, and on the fourteenth of May, at Hampton Roads, was seized and taken possession of by the United States flag-officer of the blockading fleet, and sent to New York as prize of war.

The ship was held in custody of officers of the United States at the latter place until the twenty-fourth of May, when she was released, and afterwards returned to the custody of the captain, by order of the Secretary of the Navy, no legal proceedings having been instituted.

The owner of the ship "Argo" presents a claim against the government for money paid in New York, the port to which she was taken, being her expenses, &c., $2,051 60. For damages of detention eighteen days from her seizure at Hampton Roads on the fourteenth of May, and her discharge and departure on her voyage from New York on the thirty-first of that month, estimated at $5 50 per ton per month, $3,557 34. For damages consequent the delay of the ship at New York, whereby she lost her return cargo at Bremen, which was to be taken on a given day, $3,000. For extra insurance, by reason of being late at the river St. Lawrence, on her return voyage, $800, and for loss of two anchors and one cable, $190.

The committee deem a claim for disbursements and expenses in the port of New York the direct result of her detention by the government, and also the damage for detention, should be paid by the government.

The claims for supposed loss of return cargo at Bremen, money paid for insurance, loss of anchors and cable, do not fall within the same principle; the contingency upon which they are based, remote and uncertain, and are not such as the government can recognize as just.

The committee estimate the expenses and disbursements at New York, $1,916 98, and damages for detention eighteen days, at four dollars per ton per month, one thousand and seventy-five tons, $2,580.

The following papers are made a part of the report: The memorial of the owner; protest and extension of same; letters of R. T. McCook; general clearance of ship; certificate of the Bremen consul; letters of minister of Bremen, Secretary of State, Secretary of the Navy, and Commodore Stringham.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 2.

IN THE SENATE OF THE UNITED STATES.

JANUARY 12, 1864.—Ordered to be printed.

MR. SUMNER made the following

REPORT.

[To accompany bill S. No. 53.]

The Committee on Foreign Relations, to whom was referred the petition of Henry P. Blanchard, praying for compensation for services performed as marshal for the consular court of Canton, have had the same under consideration and report:

That after consideration of the case, the committee have adopted a report on this case, made by Mr. Sumner, in behalf of the committee, February 18, 1863, which has been acted upon in the Senate.

That the memorialist was duly appointed and served as United States marshal for the consular court at Canton, in China, established under the act of August 11, 1848, as is shown by the following copy of a letter on file in the Department of State:

UNITED STATES CONSULATE,
Canton, November 26, 1860.

SIR: At the request of Mr. H. P. Blanchard, desiring me to inform the department of the period during which he performed the duties of United States marshal at this port, I have to state that Mr. Blanchard entered upon the duties of United States marshal at this port on the 22d day of February, 1858, and continued to perform the duties appertaining to said office up to the 30th day of August, 1860, the day on which his successor, Mr. F. H. Haskell, was appointed, and whose appointment was approved by Mr. Ward, the United States minister to China.

Respectfully, I have the honor to be, sir, your most obedient servant,

OLIVER H. FERRY,
United States Consul.

Hon. LEWIS CASS,
Secretary of State.

The memorialist states that he accepted the appointment as marshal for the consular court under the belief that a compensation of one thousand dollars per annum would be paid him for his services. These embraced the perplexing and difficult duties of quelling and settling troubles on shipboard with mutinous crews, arresting runaway seamen, adjusting claims of Chinese for damages suffered by them at the hands of drunken American sailors, and procuring the release of kidnapped coolies, who were about being taken from Whampoa in American vessels engaged in that inhuman traffic. For these and other services Mr. Blanchard states that he has never received any remuneration, "either from the United States consul or from fees collected, or in any other manner, or from any source whatever." That these services were faithfully performed is shown by the following letter:

BUREAU OF EQUIPMENT AND CLOTHING,
Washington, D. C., November 17, 1862.

Henry P. Blanchard, esq., was performing the duties of United States marshal of Canton and Whampoa while I was in command of the United States ship Portsmouth in China, and these services were effectually performed.

As Mr. Blanchard has not been able to obtain his pay for these services rendered, I trust that his claim may now receive due attention, and he obtain the usual, or allowed, compensation.

A. H. FOOTE,
Rear Admiral United States Navy.

It appears, by a letter from the Department of State, that when the act of 1848 was passed it was supposed that the officers of consular courts would be remunerated by fees, and that a subsequent act, by which the salaries of the marshals of these courts was fixed at one thousand dollars, in addition to fees, did not go into effect until July 1, 1860.

The claim of the memorialist from the 1st of July, 1860, to the close of his term of service on the 30th of August, 1860, has been paid by a special appropriation made by Congress, that portion of his official duties having been legalized by the act of June 22, 1860. He now asks remuneration for his services from February 22, 1848, to July 1, 1860, at the rate of one thousand dollars per annum, amounting to $2,354 24, that being the balance due him, as the following statement shows:

Original claim for salary from February 22, 1858, to August 30, 1860.	$2,520 00
Amount paid by appropriation from July 1, 1860, to August 30, 1860.	165 76
Leaving due the amount of salary from February 22, 1858, to July 1, 1860	2,354 24

Claims of a similar nature have heretofore been paid. In the deficiency bill approved May 31, 1854, was an appropriation of $1,781 74, to "Thomas M. Johnson, for his services at the port of Shanghai, from the 9th December, 1851, to the 15th September, 1853;" and the consular and diplomatic bill approved May 26, 1860, contained an item, passed on the stong recommendation of General Cass, then Secretary of State, by which $4,760, or so much thereof as might be necessary, was appropriated, "to enable the Secretary of State to defray the cost of the prison-ship at Canton, in China, from the 1st day of January, 1854, to the 1st day of January, 1857, and for compensation of the marshal of the consular court at Canton, from January 1, 1854, to the 15th of December, 1857."

It appears that the memorialist was the successor of Mr. James P. Cook, who was, by the above act, remunerated for his services as "marshal of the consular court at Canton, from January 1, 1854, to the 15th of December, 1857." The rebellion having made it necessary for foreigners to leave Canton, the functions of the consular court were suspended from that time until the February following, when the services of the memorialist commenced. While the predecessor of the memorialist has thus been paid by special legislation, his successor received a salary under the act of June 22, 1860.

When the claim was before the Senate, a few weeks since, it was not denied that in justice and equity the memorialist was entitled to the relief asked for; but it was ruled out of order as an amendment to the deficiency bill, and it was suggested to be a proper case for a private bill. Since then Mr. Blanchard has petitioned for relief.

Your committee, after a full examination of the case, is of the opinion that the facts and the precedents cited show that the memorialist is entitled to relief, and report a bill accordingly, the passage of which they recommend.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM No. 3.

IN THE SENATE OF THE UNITED STATES.

JANUARY 18, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of certain citizens of Maine, praying that the surviving officers and soldiers of the war of 1812 *and the Mexican war may be paid up to the time that their pensions commenced, respectfully beg leave to report:*

That they consider it inexpedient at the present time to impose any new duty upon the government of the United States, to pay any additional sum of money to the officers or soldiers of the war of 1812 or the Mexican war, and they therefore recommend that the prayer of the petition be refused, and that the committee be discharged from its further consideration.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 4.

IN THE SENATE OF THE UNITED STATES.

JANUARY 18, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Patrick W. Douglas, praying a pension, respectfully report:

That it does not appear from the evidence submitted to the committee that he received the injury or contracted the disability under which he labors, in the line of his duty, or in consequence of his military service for the United States. Upon the facts presented, the committee are of opinion that the prayer of the petitioner should not be granted.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 1, 1864.—Ordered to be printed.

Mr. TRUMBULL, from the Committee on the Judiciary, submitted the following

REPORT.

The Committee on the Judiciary, to whom was referred a resolution instructing said committee "to inquire whether John P. Hale, a member of this body, in connexion with the case of one Hunt, charged with crime by direction of the War Department, has been guilty of any conduct inconsistent with his duty as a senator," report:

That they have examined a number of witnesses, and find the following to be the state of facts: That Mr. Hale, who is a lawyer by profession, being accidentally in the city of Boston some time in June last, was applied to by a friend of James M. Hunt, then in confinement in the Old Capitol prison at Washington, and offered the sum of two thousand dollars as a retaining fee to undertake his defence; that Mr. Hale, hesitating as to the propriety of his appearing for Hunt, in consequence of his position as a senator of the United States, took several days to consider the proposition, and on being advised by attorneys whom he consulted that there was no impropriety or indelicacy in his doing so, agreed to undertake his defence, and received from the friend of Hunt eight hundred dollars in money and a promise of twelve hundred more, which was subsequently paid as a retainer for so doing; that the retainer was general to defend Hunt, without specifying particularly what he was to do, or in what court he was to appear, it not then being known, or if known, not disclosed to Mr. Hale what the charges against Hunt were, or in what court, if any, he would be tried, the object of Hunt's friend being to get him out of prison and give him a speedy trial; that after accepting the retainer Mr. Hale came to Washington, and still having some hesitancy as to the delicacy or propriety of appearing for Hunt, applied to the Hon. Reverdy Johnson, a lawyer of eminence and distinction, for his opinion in the premises; that Mr. Johnson informed him that there was not only no impropriety, but that it was his duty, if applied to, to render his professional services to any person charged with crime; that thereupon Mr. Hale applied to the Secretary of War for Hunt's release from prison on parole, that he might look after his property and prepare for trial, which was granted on terms, the Secretary of War thinking the arrangement for the release of Hunt from close custody was a very proper one, in view of the fact that he was confined in the Old Capitol prison, and having great anxiety about the confinement of persons there during the hot weather, and regarding the parole as sufficient security for the government, that Hunt would be forthcoming when the department got ready for his trial, and it so turned out; that Mr. Hale, meeting Hunt in New York some time in July, received

from him another thousand dollars, as a further retainer in the case, it being then expected the trial would be brought on in a few weeks, Hunt in the meantime having also employed additional counsel; but for some cause Hunt was not brought to trial till since the meeting of Congress, and having other counsel, Mr. Hale has not attended his trial.

The employment of Mr. Hale was purely professional, and he violated no law by accepting a fee for defending Hunt either before the courts civil or military, or even for endeavoring to procure his discharge from prison, on parole, by the Secretary of War; still the relation of senators to the government and the heads of departments is such, that they have privileges and an influence in matters pending before them not possessed by mere attorneys as such, and to accept a compensation for services rendered in such matters would, in the opinion of your committee, be improper. For a member of Congress, for a compensation, to act as attorney for prosecuting any claim against the United States, or to receive compensation for aiding to procure contracts, offices, or places from the government, or any department thereof, is already made a penal offence by acts of Congress, and your committee are of opinion that these acts should be extended so as to prohibit the receipt of a consideration by a member of Congress for attending to any matter before any department of the government other than its judicial tribunals.

In this case Mr. Hale's employment was general, and the evidence before the committee showed that in his intercourse with the Secretary of War his chief desire was to obtain a speedy trial for Hunt, and that he neither asked of the Secretary, nor did the latter grant, anything which would not have been granted to any respectable attorney who might have made the application. There was not the slightest evidence before the committee that Mr. Hale undertook the defence of Hunt from any corrupt or improper motive; so far from it, he seems to have acted with peculiar caution, and took the advice of others before going to the Secretary. Still, the very fact of his hesitancy and first taking the advice of others, while it relieves him from all semblance of intentional wrong, is perhaps a good illustration of the questionable propriety of the act.

The facts disclosed before the committee not showing a violation of any law or official duty by Mr. Hale as a senator, they ask to be discharged from the further consideration of the subject.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 3, 1864.—Ordered to be printed.

Mr. HOWE submitted the following

REPORT.

[To accompany bill S. No. 92.]

The Committee on Claims, to whom was referred the petition of Albert Brown, report:

The petitioner claims pay for one hundred army wagons, manufactured for the government under a contract made with Messrs. Morris & Miller, of the quartermaster's department, which contract was entered into on the 1st of July, 1861.

The wagons were to be built according to specifications contained in the contract, which are very full and minute.

The contract contains the following clauses:

The work may be inspected from time to time, as it progresses, by an officer or agent of the quartermaster's department, and none of it shall be painted until it shall have been inspected and approved by said officer or agent authorized to inspect it. When finished, painted, and accepted by an officer or agent of the quartermaster's department, and delivered as herein agreed, they shall be paid for. "The wagons, boxes, &c., are to be stored at Kingston, New Hampshire, at such place as the quartermaster or his agent may designate, and the contractor to assist in taking them apart for shipping. It is agreed that forty of the wagons, complete, shall be ready for delivery on or before the 31st day of July, 1861, and the remainder on the 31st day of August, 1861."

The evidence in the case shows that on the day of the date of the contract Major Miller appointed Mr. W. C. Patten, of Kingston, the agent of the department to inspect the wagons, instructing him, at the same time, in writing, how to inspect, and what sort of a certificate to give.

On the same day Major Miller addressed to Mr. Brown, the contractor, a note in the following terms:

"SIR: The wagons to be manufactured under your contract with the United States of this date should be shipped, when ordered by the quartermaster general, on bills of lading or railroad receipts taken in duplicate; one to be sent by you to the consignee, the other to be sent, with your certificates of inspection and bill of wagons, to the quartermaster general. The bill of lading is proof of delivery."

On the 13th of August, 1861, the quartermaster general, by letter of that date, directed the contractor to send the wagons to Perryville, Maryland, consigned to Captain C. G. Sawtelle, assistant quartermaster.

Forty of the wagons were thus shipped on the 17th of August, and the remaining sixty on the 28th of the same month.

The wagons were inspected by the agent, Mr. Patten, and approved by him in the very terms prescribed by Major Miller.

The wagons arrived at Perryville, where it seems they have been allowed to remain. The quartermaster general refused to use, to sell, or to pay for them.

On the 4th of January, 1862, the quartermaster general informed the agent of the railroad company at Perryville that the United States had "condemned and rejected the wagons," and that "the railroad company, having a lien upon them for charges of freight, is at liberty, as far as the United States is concerned, to do what it finds for its interest to secure itself."

Thus, through the action of the quartermaster's department, one hundred new wagons, purchased for one hundred and forty-one dollars each, to which a team had never been harnessed, have been squandered. This is the evident fact. Considered in connexion with the fact that the same department disburses about two hundred and fifty millions annually, that is perhaps the most significant fact in the case. It suggest this problem. If the expenditure of $14,100 produces nothing to the United States, how much is likely to be produced by the expenditure of two hundred and fifty millions?

The value of these wagons is lost. Whether the loss shall fall upon the government or upon the contractor is the question to be considered.

Your committee addressed a note to the quartermaster general on the 21st of June last, asking him to communicate any evidence in his possession or any reasons he might have to urge why the claim of Mr. Brown should not be allowed. His reply, dated July 17, after Congress had adjourned, was not received until the present session had commenced. In that reply he states "that because these wagons were not made in accordance with the contract, and because they are of inferior quality and workmanship, and worthless for use as army wagons, they have not been received, and should not be paid for."

Your committee are of the opinion the quartermaster general is mistaken in saying the wagons had "not been received." The wagons had been shipped from Kingston, New Hampshire, to Perryville, Maryland, a distance of several hundred miles. They had been shipped upon the written order of the quartermaster general. They had been consigned to an officer of his department. They had reached Perryville. Bills of lading had been forwarded. The maker had been instructed by that department that such bills would constitute a delivery. Your committee are of the opinion that, after all these things had been done, it was too late for the maker to reclaim the wagons, or for the government to reject them. After having ordered the maker to send the wagons to Perryville, your committee do not think it becoming in a just government to order him to come to Perryville, to pay the charges for transportation, and to take them back again.

Whether the wagons were, in fact, of "inferior quality and workmanship, and useless as government wagons," is a question upon which the evidence is not entirely harmonious.

In support of his allegation against the quality of the wagons, the quartermaster general has submitted to your committee copies of the reports made by Captain C. G. Sawtelle, of that department, of two different inspections made by him. The one was dated on the 31st of August, 1861, and the other on the 10th of September following. According to those reports it is evident to your committee that the wagons did differ from the specifications contained in the contract, but it is equally evident that neither of those reports exhibits a greater difference between the wagons and the specifications than do the two reports exhibit to each other.

The fact of making two reports, and the discrepancies between them, is explained by the quartermaster general upon the ground that Captain Sawtelle made his first inspection of the wagons by comparing them with a copy of specifications upon which other contracts for army wagons had been made, whereas the second

inspection was made by comparing them with the specifications in the contract made with Mr. Brown himself.

Captain Sawtelle himself urges the same explanation. Your committee, however, feel bound to say that the explanation is not satisfactory. Indeed, it seems not less extraordinary than the fact itself.

For Captain Sawtelle himself asserts that the difference between the specifications on which his first inspection was made and those of the second was in the following particulars, viz: the one required hubs to be of elm and felloes of yellow oak, while the other required hubs to be of gum and felloes to be of white oak. Your committee do not think these slight discrepancies imposed upon Captain Sawtelle the necessity for making a second inspection and a second report, and they are confirmed in that opinion by the fact that he has not, in either of his reports upon the wagons in controversy, informed us whether the hubs and felloes were of one material or the other.

If, therefore, the testimony of Captain Sawtelle was the only evidence in the case, it would be somewhat difficult to say that the wagons were unsuited to the purpose for which they were built, because that testimony is contradictory in itself.

But his testimony is also contradicted by the certificate of Mr. W. C. Patten, who certifies that the wagons were "made of good stock, and in accordance with the specifications laid down in the contract."

This evidence seems to your committee much more satisfactory than that of Captain Sawtelle; for even if it be not consistent with truth, it is, at least, consistent with itself, which the evidence of Captain Sawtelle is not. Besides, there is evidence in the case which shows that Mr. Patten is an experienced wagon-builder. There is no evidence to show that Captain Sawtelle ever made one.

Mr. Patten saw the wagons while they were building; he inspected them before they were painted. There is no evidence that Captain Sawtelle ever saw them until they were completed and painted and removed to Perryville.

The evidence shows that Mr. Patten was the agent of the government, specially appointed for the very purpose of inspecting and reporting upon the construction of these wagons. There is no evidence that Captain Sawtelle had any more authority to inspect and reject those wagons than any teamster would have had who might be hired to drive them.

There is evidence in the case to show that Mr. Patten is "a man of high moral character, and above the suspicion of practicing fraud in any capacity in which he may be placed." There is no such evidence in reference to Captain Sawtelle. Moreover, the evidence of Mr. Patten is corroborated by the statements of other witnesses. Robert Rowe made a part of the work, and sold a part of the material; he certifies to the good quality of both. He examined the first forty wagons, and he certifies to their good qualities.

J. R. Locke superintended the building of all the wagons. He certifies that they were "thoroughly made, of good stock, well seasoned, and in every particular agreeably to the specifications;" that he has had the experience of twenty years in building heavy wagons, and in that time has superintended several government jobs.

Edward Riddle, of Boston, swears that he has had an experience of twenty years in the carriage business; that he examined these wagons as they passed through Boston on their way to Perryville; that he had frequently examined wagons made for the government by other parties, and that these wagons were fully equal to any army wagons that he had seen made in that State.

There is, on the contrary, no evidence in the case corroborative of the testimony of Captain Sawtelle. Besides, the agent of the "Portland Company" certifies that he sold to Mr. Brown the axles for those wagons; that the latter purchased the best quality of axles, when he might have purchased the same articles made of common iron two *dollars per set less* than he paid. There is

no evidence in the case to show that he purchased of any one inferior material for the sake of getting it at a reduced price.

And upon summing up the whole case, the simple question presented seems to be this: Whether, when the government of the United States has purchased goods, has received them, and removed them hundreds of miles from the former proprietor, it ought to pay for them?

In the opinion of your committee, it ought, and they accordingly report a bill for the payment of Mr. Brown.

All of which is respectfully submitted.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 3, 1864.—Submitted and ordered to be printed.

Mr. ANTHONY submitted the following

REPORT.

[To accompany bill S. No. 94.]

The Committee on Naval Affairs, to whom was referred the "memorial of Edward C. Doran, paymaster in the United States navy, praying the legalization of certain payments and vouchers therefor, made from moneys realized from drafts surrendered by him at the Norfolk navy yard under coercion and duress in April, 1861, *in order that the accounting officers of the treasury may be authorized to settle his accounts," have had the same under consideration, and submit the following report:*

By the papers and documents accompanying the memorial it appears that Edward C. Doran, the memorialist, being a paymaster in the United States navy, was stationed at the Norfolk navy yard in the month of April, 1861. In obedience to the orders of the commandant of the yard he proceeded to Washington to obtain instructions and advice touching his official duties from the Secretary of the Navy. He arrived at Washington on the 19th of April, 1861, and on the same day was ordered by the Secretary of the Navy to return to Norfolk and take charge of the vacant navy agency, and to pay the employés of the Norfolk navy yard the sums due them from the United States, under an arrangement approved by the Secretary of the Navy. On that day an expedition left Washington to maintain possession of, or destroy, the Norfolk navy yard and property, to prevent its falling into the hands of the insurrectionists; and said navy yard was partially burnt and abandoned by our naval forces on the night of April 20. 1861. Paymaster Doran arrived at Norfolk early the following morning, and found everything in full possession of the insurgents. He was immediately seized, with all his books, accounts, and rolls, (which were vouchers to him for upwards of $130,000,) by the rebel authorities there, and, after protesting and remonstrating in vain against the demands of the rebel officers, he was finally compelled to yield his checks to them, while he was under duress, for $29,381, *under written protest, in the name and behalf of the United States government and his securities, and upon condition that if the money were realized upon them,* (and he did not think it could be,) *it should be appropriated to the payment of the claims of the workmen and employés of the navy yard for wages due them by the government to April* 20, 1861.

As Paymaster Doran could not negotiate drafts in Norfolk on the 18th of April, which fact he made known to the Secretary of the Navy and the deputy depositary in Baltimore, he had great hopes that his checks, dated "*Gosport Navy Yard, April* 23, 1861," (three days after its abandonment and supposed destruction by our naval authorities—an event of such magnitude as to have

widespread notoriety—before the checks could be presented for payment,) could not then be negotiated in Norfolk, and that they might not be paid by the depositaries upon whom drawn.

The money was realized on those checks and paid to the employés of the Norfolk navy yard by one Wm. H. Peters, rebel paymaster, who forwarded to the Fourth Auditor of the Treasury duly receipted rolls therefor, amounting to $24,140 14; also, a schedule of other payments, amounting to $3,125 49, making together $27,265 63, leaving $115 37, to be accounted for.

A letter, of which the following is a copy, was transmitted with said rolls by Captain F. Forrest, of the rebel service, to the Secretary oft he Navy:

"PAY DEPARTMENT,
"*Navy Yard, Gosport, May* 26, 1861.

"SIR: I have received from Paymaster E. C. Doran, of the federal navy, through Commander Thomas R. Rootes, of the Virginia navy, the net proceeds of two drafts on the sub-treasurer at New York—one of $18,750, and one of $10,631.

"Your explicit directions to me to apply this money to the purposes to which Paymaster Doran himself was instructed by the Navy Department at Washington to apply it, viz: to the payment of arrears due the employés of this yard and station to the 20th of April, ultimo, have been strictly complied with.

"I hand you herewith pay-rolls of mechanics, &c., employed in this yard from the 1st to 15th of April, 1861, and from the 16th to 20th, amounting, in the aggregate, to $24,141 34. I also hand you a list of such officers on Mr. Doran's transfer roll to whom payment has been made by me, (with the sums paid to each,) amounting to $3,125 40. There is quite a number of officers on this transfer roll yet unpaid, and since, in its incomplete state, it would be useless to Paymaster Doran as a voucher in the settlement of his accounts, I have retained it until I can complete it, which I hope soon to accomplish.

"Respectfully, your obedient servant,
"WM. H. PETERS, *Paymaster.*

"Flag-Officer F. FORREST,
"*Commander of Naval Station, Norfolk.*"

The following letters, on the subject of said rolls, were addressed by the Fourth Auditor to Paymaster Doran, and the Hon. John Law, of the House of Representatives:

"TREASURY DEPARTMENT,
"*Fourth Auditor's Office, December* 16, 1861.

"SIR: In reply to your communication of the 14th instant, I desire to state that the rolls of the Norfolk yard, transmitted by yourself on the 15th of July last, are certified to by Mr. W. G. Webb, who was clerk of the yard to the 20th of April last. The official acknowledgment of their receipt bears the date of August 5.

"I am, sir, very respectfully, your obedient servant,
"HOBART BERRIAN.

"Paymaster E. C. DORAN,
"*Washington, D. C.*"

"TREASURY DEPARTMENT,
"*Fourth Auditor's Office, December* 17, 1861.

"SIR: I have the honor to acknowledge the receipt of your communication of the 15th instant.

"In compliance with the request therein contained, I beg to enclose the letter

of Paymaster Edward C. Doran, on the subject of the pay-rolls of the Norfolk navy yard.

"The sums disbursed on these rolls appear to have been for balances due for wages which had accrued prior to the abandonment of the yard, on the 20th of April last.

"They are certified to by Mr. Webb, who was the authorized clerk of the yard.

"I have the honor, sir, to be, respectfully, your obedient servant,

"HOBART BERRIAN.

"Hon. JOHN LAW,
"*House of Representatives.*"

The incomplete roll promised to be sent forward as soon as completed by said Wm. H. Peters has never been received, although Paymaster Doran, who made diligent inquiry by letter and in person, of parties in Norfolk, has been informed that all the rolls had been forwarded to Washington by said Peters. As that roll either failed to arrive or has been mislaid, the exact amount paid on it cannot be ascertained.

The accounts, rolls, and vouchers for over $130,000, which were restored to Paymaster Doran after the surrender of his checks, have been formally audited and settled by the Treasury Department; whilst the informality, to wit, the said Peters, rebel paymaster, being an unauthorized agent of the United States, and the non-receipt of the one roll alluded to, prevent the settlement of Paymaster Doran's accounts from the 1st to 20th of April, 1861.

Having been frustrated, by events beyond his control, in making the payments to the employés of the Norfolk navy yard, under the arrangement approved by the Secretary of the Navy, Paymaster Doran prays Congress for relief, by legalizing the payments and rolls and vouchers of Wm. H. Peters for his benefit, and hopes that, in equity, under the general order of the Navy Department of April 26, 1861, relating to balances due resigned officers of the seceded States, (copy hereto annexed,) he is justified in asking for relief to the amount seized from him, believing that if the missing roll could be found, it would appear that a large portion of the balance unaccounted for ($2,115 37) was paid.

"NAVY DEPARTMENT, *April* 26, 1861.

"SIR: The amounts found to be due to resigned officers from States which claim to have seceded will hereafter be paid them from the United States funds heretofore sent to or deposited in those States, except in cases where the department shall otherwise direct.

"I am, respectfully, your obedient servant,

"GIDEON WELLES.

"The FOURTH AUDITOR *of the Treasury.*"

The House bill No. 575 of last Congress, (a copy of which accompanies the papers referred to the Naval Committee,) authorizes the accounting officers of the treasury to credit Paymaster Doran, in the settlement of his accounts, with the sum of $29,381.

Herewith enclosed is a copy of a letter addressed to a resigned officer by the Fourth Auditor, showing that the above order of the Navy Department, of April 26, 1861, was adopted as a rule for the settlement of balances due by the United States to officers who joined the seceded States.

Paymaster Doran states that he sustained private losses to the amount of $12,000 to $15,000 by the secession of Virginia and the abandonment of the

navy yard by our naval forces, and hopes the committee will take that fact into consideration in determining their action in his case.

It appears to the committee that Paymaster Doran is entitled to the relief prayed for in his memorial, and they therefore report the accompanying bill.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 8.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 4, 1864.—Ordered to be printed.

Mr. LANE, of Kansas, made the following

REPORT.

[To accompany bill S. No. 45.]

The Committee on Territories, to whom was referred a bill (S. 45) "to set apart a portion of the State of Texas for the use of persons of African descent," beg leave to report:

If the government is successful in crushing out the present rebellion, something like four millions of blacks are to be thrown upon us for protection and direction. Justice requires that the nation should make a reasonable effort to give this mass of human beings a home within the United States. A habitable and desirable country should be selected on our southern border where congeniality of climate may be united with the privilege of our republican civilization, and where they may derive a protection from the contiguity of the dense masses of their white friends—a country within which they may concentrate all those who may desire to migrate thither.

It is believed that at the close of the present war there will be an unparalleled flood of foreign emigration to this country, which will naturally press the black man southward. Prudence suggests to the friends of the black man that a country for their concentration should be selected as far south as we can control.

In a northern latitude the black man cannot hold his ground against the grasping cupidity of the white, and he is safe only from that cupidity where the climate becomes his ally and his bulwark. When he has reached that point of latitude, he may become the ruler and lawmaker, the lord of the soil. Prudence, therefore, suggests to men of color and their friends, that the former concentrate rapidly in some country where all the motives springing from independence, self-dependence, self-reliance, together with that laudable emulation arising from their contiguity with their white neighbors, will stimulate and impel them forward in the path of progress and improvement.

A desire for a title to the soil is a marked characteristic of all people under Anglo-American civilization. The Anglo-African is not an exception to this rule. A quiet title to the land upon which either the black or white lives is absolutely necessary to the cultivation of enterprise, and the improvement of the country where they reside. An unsettled title is fatal to all improvement, and all the more so if not only the fee of the land is disputed, but the various franchises springing from its sovereignty are the subjects of challenge and contention. We fear that this will be the future and fate of the freed men, who, on the close of the war, will remain in the States once slave.

The majority race, by aid of *courts and laws, will keep* their rights and interests

in an unsettled State, unless by fundamental enactment in each of those States the government thereof could be placed in the hands of colored men—a thing that will be found impossible should it be attempted. Hence, to meet the wants and equities of the case, it becomes necessary to found a community where the men of color will be the majority race, possessed of undisputed sovereignty in their country, and all the rights which spring from eminent domain.

Let us, therefore, throw open that country to them, that they may have a fair opportunity for self-improvement, and evidence to the world their capability for self-government. In our opinion, we secure the greatest measure of peace and benefit by a prudent, permanent, and timely separation. We should, therefore, be willing to forego the great profit their labor brings, inasmuch as that labor is required to build up a commonwealth for themselves; and, if we sacrifice their service and their labor for their good, it is but just that they should concentrate southward for our good. For, as legislators responsible to the Great Ruler and to posterity, we are obliged to hold in abeyance party predilections and prejudices to the wants and destiny of future generations. We dare not disguise the fact that anything approximating to the legal and honorable admixture of the African blood with that of our race will meet the political condemnation of the ruling race of this land, while customs, opinions, and practice will remain adverse thereto, and the political parties attempting to revolutionize them will be crushed by the majority race.

Whilst it may be a question for the moralists of the country to answer how far it is right to encourage illicit intercourse by retaining two such races in proximity to each other, producing an illegitimate and consequently inferior population. In our opinion the black man requires but liberty, latitude, and proper sustenance to bring him up to a high standard of manhood.

It is desirable to cultivate friendly relations with the people of Mexico. It is known to us that among that people there are no prejudices against the black man, and that intermarriage is not prohibited either by law or custom.

The country described in the bill is separated only by the Rio Grande from the four large and important Mexican States of Tamaulipas, New Leon, Coahuila, and Chihuahua. It is confidently believed that the colony provided for in the bill, by intermarriage with the people of those Mexican States, and friendly intercourse with them, would so Americanize them as that they would be prepared and seek an annexation to our then glorious free republic.

The country described in the bill stretches from the Gulf on the south to New Mexico on the north, from 600 to 700 miles; the Colorado on the east, to the Rio Grande on the west, from 250 to 300 miles.

It is a truly desirable country for settlement, genial climate, producing cotton, sugar, and the cereals in great abundance, and is one of the finest grazing countries on this continent.

For further description of the country, we submit abstracts from the following writers, (see appendix:) "Brannon's Texas," published in 1857, Cordova's book thereon, and Moore's Description of Texas.

The country solicited is easy of access for the emigrant, overland through Kansas, or southwestern Missouri, through the Indian country, on the best of natural roads, as well as by water, either by the Gulf or by Red river.

It is confidently believed that when the legislature meets in the State of Texas to take the initiative steps for her restoration to the Union, the President of the United States, if authorized, can arrange with that body for the relinquishment of the claim of the State of Texas to the territory described in the bill for the contemplated settlement.

Believing the passage of the bill is imperiously demanded by the best interests of the country, I return it to you, confidently trusting that you will report it back to the Senate, with your recommendation that it pass with the following amendments:

Add to the end of first section the following: "And the President of the United States is authorized to adjust and discharge the claims of the State of Texas for the relinquishment and cession of all her rights, titles, interest, and claims which the said State has to the sovereignty and territorial jurisdiction of the country described in the second section of this act, situated within the limits of said State, and the territory thus ceded and relinquished shall be known and designated as the Territory of the Rio Grande."

After the word "President," in the second line of the third section, insert the words "in addition to the duties of that commission."

All of which is respectfully submitted.

J. H. LANE, *Kansas.*

[From Brannan's Texas, 1857, page 22.]

"I have, for convenience, divided the State by certain arbitrary designations as follows, viz: northern counties, western counties, &c. * * *

"Western Texas is an extensive country, and has many varieties of soil and productions. Excepting on the bottom lands of the rivers and water-courses, the people are mostly engaged in stock-raising, many of them exclusively, and others in connexion with farming. The region below 30° and west of the Rio Grande is very subject to long draughts during the summer; still the crops on the bottom land seldom fail, no portion is sickly, but all is favorable to man and beast. The principal grass on the prairies is the far-famed mesquit, deservedly renowned for its universal abundance and nutritious qualities. During all the winter season and after it has become sere and yellow, cattle and horses will eat it with the same avidity and benefit as when green. Of late years large quantities have been cured and baled for distant markets. I would advise emigrants who want good, cheap lands, with plenty of mesquit prairie for stock range, to purchase on the Neuces, Rio Frio, or some of their branches. This is a desirable part of Western Texas, and has as many natural advantages as can be asked by any reasonable man. Land sells from $1 50 to $2 per acre. The timber on the streams is pecan, hackberry, several kinds of oak, and mulberry; on the prairies are much live oak and mesquit timber. There are many other portions of the west where the land is better adapted for raising cotton, but none that will so well suit the emigrant of moderate capital and fill the measure of his utmost expectations and desire."

Of the upper portion of this territory, Cordova says, page 49:

"The valley of the Rio Grande is in the vicinity of 32° north latitude, and for one hundred miles is capable of sustaining a large and prosperous population. It grows fine wheat, corn, fruits, and a variety of vegetables, all of the best quality, and is proverbial for producing excellent grapes, from which a native wine of very good quality is made. There are between 15,000 and 20,000 Americans and Mexicans already in the neighborhood of El Paso, and the valley is highly cultivated for many miles, beautiful gardens, with fine apricots, peaches, plums, and various other fruits, abounding."

In Moore's Description of Texas, page 8, he says:

"In the western countries the prairies are beautifully diversified with small groves of timber; most of the prairies of this level region, however, are entirely open, and resemble broad grassy lakes. The soil of the prairies is remarkably uniform in its character throughout the whole country, consisting generally of a black vegetable mould, varying from four inches to four feet in depth, resting on beds of sandy or clayey loam. This soil differs but little in fertility from the soil of the bottom lands, and is covered with a dense mass of grass, affording an inexhaustible supply of pasturage to the cattle of the southern planters. There is probably no class of men upon the globe who can live more independently or with less care than the herdsmen of Texas. Their herds of cattle feed out

upon the prairies or in the wooded bottoms during the whole year, and require almost as little attention as the wild deer. * * * Many of the Texan farmers own several thousand head of cattle, and derive from them a very large income."

Again, on page 13, he says: "The ordinary crop of cotton in the level and undulating regions is from a bale to a bale and a half to the acre; of maize, from forty to sixty bushels; of potatoes, from four to eight hundred bushels. Two crops of maize and potatoes are frequently raised the same year; both the common potato and yam, or sweet potato, thrive well. * * * The few attempts that have been made to cultivate sugar, tobacco, and silk, prove that these productions can be raised with great facility, and will, within a short period, become the staples of the country. It is found that the sugar-cane attains a larger size in Texas than in Louisiana, and, as the climate is milder, a larger portion of the plant matures; consequently the product of sugar to the acre is considerably greater in the former country."

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 9.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 4, 1864.—Ordered to be printed.

Mr. HALE made the following

REPORT.

[To accompany bill S. No. 95.]

The Committee on Naval Affairs, to whom was referred the petition of George Henry Preble, a commander in the United States navy, praying for relief, on account of the decision of the accounting officers of the treasury as to his pay, having had the same under consideration, ask leave to report:

That the petitioner alleges that, being an officer in the navy on the 5th of August, A. D. 1862, he was promoted to his present rank, to date from the 16th day of the preceding July; that the Senate, on the 21st day of the then next February, confirmed him as such commander.

He further alleges, that while he was on duty, on the 12th of October, 1862, he received official notice by a letter from the Navy Department, dated September 20, 1862, that he was dismissed from the naval service; and that he remained in that situation until he was, on the 21st of February, 1863, confirmed as commander by the Senate on a nomination of the President, made on the 12th of the same month. Under these circumstances, he prays that he may be allowed pay as commander afloat from the 16th of July, 1862, to the 12th of October in the same year, and of a commander waiting orders from the latter date to the 21st of February, 1863, when he was confirmed in his present office by the Senate.

The facts alleged in the petition, the committee find, on reference to the official records of the government, to be true.

The nomination of Commander Preble, made by the President on the 12th of February, 1863, to take rank from the 16th of July previous, the precise time from which his former appointment was to date, and its subsequent confirmation by the Senate on the 21st of the same month, in the opinion of your committee, had the effect, and was manifestly intended to have the effect, of putting him precisely where he would have been if the order of the Navy Department of September 20, 1862, discharging him from the naval service, had never been issued, and must be considered and taken to be a full revocation of that order, and a condonation of any real or supposed offence or delinquency on his part subsequent to the period from which his commission was to entitle him to take rank. Under these circumstances, your committee are of opinion that the prayer of the petitioner is just and reasonable, and ought to be granted, and report a bill for his relief.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 10.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 8, 1864.—Ordered to be printed.

Mr. RAMSEY made the following

REPORT.

[To accompany bill S. No. 104.]

The Committee on Naval Affairs, to whom was referred the petition of John F. Denson, paymaster's clerk in the navy, praying an increase of the compensation of paymasters' clerks in the navy, have had the same under consideration, and report:

That, having addressed a communication on the subject to the Secretary of the Navy, the following reply has been received:

NAVY DEPARTMENT, *February* 2, 1864.

SIR: I have the honor to acknowledge the receipt of your letter of the 1st instant, enclosing a petition in relation to the pay of paymasters' clerks in the navy, which has been referred to the Naval Committee of the Senate, and requesting the views of this department touching the subject of the petition.

In reply thereto, I respectfully submit herewith a report, of this date, from the chief of the Bureau of Provisions and Clothing, to whom I referred the subject, and who has cognizance more directly of matters pertaining to the duties and pay of clerks in the paymasters' branch of the service. In addition to this report, I would refer the committee to the last annual report of this department, as well as that of the chief of the Bureau of Provisions and Clothing, accompanying it, in which the subject of increased pay is mentioned and discussed.

Returning the petition, I am, very respectfully, &c.,

GIDEON WELLES,
Secretary of the Navy.

Hon. ALEXANDER RAMSEY,
Committee on Naval Affairs, United States Senate.

NAVY DEPARTMENT,
Bureau of Provisions and Clothing, February 2, 1864.

SIR: The communication of Hon. Alexander Ramsey, on behalf of the Naval Committee of the Senate, having been referred by you to this bureau for its suggestions upon the subject of the compensation of clerks to paymasters in the navy, I have the honor to return the same with the following remarks upon the subject of the desired increase of pay:

The paymaster of a navy yard pays the officers on duty at the station, and

all other officers whose accounts are borne on his books, as well as all the mechanics and laborers of the yard, numbering from fifteen hundred to four thousand persons. His clerk should be an intelligent and thorough accountant and bookkeeper, and a man of great integrity and industry.

The inspectors in charge of provisions and clothing receive, inspect, prepare for issue, and distribute all the provisions, clothing, and small-stores used in the navy, amounting, in the aggregate, to over six millions of dollars annually. These stores are inspected, packed, and prepared for sea use under his superintendence, and he acts as naval storekeeper for all articles in the paymaster's department.

He supplies all ships fitting, or refitting, at his station, and makes all shipments of provisions, clothing, and small-stores, to distant stations, preparing the invoices and other papers incident to the shipments. The returns of the receipt and expenditures of stores are to be made weekly, monthly, and quarterly, involving a great deal of labor, and requiring industry and accuracy in their preparation.

The clerks of these inspectors should be good bookkeepers, and be familiar with commercial usages; and the receipt of large amounts of stores from contractors, and by open purchases, makes it important that the clerks should be men of honesty and ability.

The paymaster of a recruiting ship takes up the accounts of all the recruits shipped at that station, as well as those of vessels coming in to repair and refit, whose crews are temporarily transferred to the receiving ship for subsistence and safe-keeping. These men are provisioned, and receive such clothing and small-stores as may be wanted for their comfort, which involves the necessity of daily issues and charges to the men constantly coming on board and leaving, and whose accounts must accompany them.

The paymaster in such a ship requires a clerk who is prompt, intelligent and reliable, and a good bookkeeper and rapid accountant, since sudden transfers of large bodies of men are frequently made.

The clerks of paymasters of yards and of inspectors in charge of provisions, &c., now receive by law but $750 per annum, and the clerks of paymasters of receiving ships but $700, without rations or perquisites of any kind, while the first clerks to commandants at all yards receive $1,200. The pay of "clerk of the yard," and the first clerk to naval storekeeper, is $1,200 at all yards except Philadelphia and Portsmouth, where their pay is $900. One exception to this is found in the pay to clerks at Mare island, where their pay was fixed by law in 1862 at $1,500 alike for clerk to commandant, for clerk of the yard, for the clerk to naval storekeeper, and for clerk to paymaster and inspector.

It is safe to add, that the labor and responsibility of the clerk to paymasters and inspectors are as great as any of the foregoing.

There are, in addition to the foregoing, several classes of clerks and writers at navy yards, whose duties are little more than those of copyists, who yet receive higher rates of compensation than paymasters' clerks. Thus, clerks to naval constructors at most navy yards receive $1,000 per annum; 2d clerks to commandants, $960; 2d clerks to naval storekeepers, $900; and writers at yards, at least $2 50 per day, or $782 50 per annum.

There seems to be no justice nor reason in these discriminations against the paymasters' clerks.

Much better pay is given to quartermasters' and paymasters' clerks in the army employed in duties similar to those clerks of paymasters and inspectors of provisions and clothing in the navy.

At the clothing depot at the Schuylkill arsenal two clerks are paid $1,800 each; two others, $1,400 each; one, $1,200; three, $1,000 each; and three, $900 each; and clerks to paymasters in the army receive $973 75 per annum, and are now petitioning for higher pay.

Inadequate as the compensation of clerks on shore is, it is still smaller at sea. Their highest pay by law is $500 per annum, and one ration of thirty cents per day. From this small sum they must pay for their clothing, food, and all their expenses. Those who have families can spare them but a wretched pittance; and single men save but little or nothing from their pay, unless they resort to unauthorized traffic or to speculations.

The interests of government require that the person who necessarily has constant access to large quantities of provisions, clothing and small-stores, should be paid sufficient at least to save him from the sense of injustice which might lead him to embezzle public property, or resort to other unlawful means to increase his small salary.

The pay of clerks on sea duty is the only pay in the navy which has not been raised since the enactment of the law of 1842. But, on the contrary, it has been diminished by the change in the rates of vessels-of-war.

Thus, the law of 1842 gives to a paymaster's clerk in a line-of-battle ship $700 per annum, and in a frigate $500. No vessel of the former class ever goes to sea now, but the heavy steam frigates like the Wabash have taken their places.

The paymasters' clerks in such ships, though their duties are as arduous and more complicated, (having on the books the additional classes of persons necessary in steam vessels,) receive but $500 per annum and one ration per day, while the pay of paymasters' clerks in vessels with complements of less than 240 persons is only $400 per annum and one ration.

These clerks have free access to the provisions, clothing, and small-stores on board ships. Upon their capacity, care, and honesty depends, in a great degree, the safe-keeping of the stores, and their issue without waste; and the prompt performance of the paymaster's various duties is greatly influenced by the ability and correctness of their clerks.

The pay proposed in the accompanying bill is believed to be in no instance greater than the existing compensation of other clerks of the navy and army having as laborious and responsible duties.

The highest pay therein asked for (with one exception at Mare island) is that given to the lowest class of clerks in Washington, viz: $1,200.

I have the honor to be, sir, very respectfully, your obedient servant,

F. BRIDGE,
Chief of Bureau.

Hon. GIDEON WELLES,
Secretary of the Navy.

The committee believe that paymasters' clerks are justly entitled to the increase of salary provided by the bill accompanying the foregoing communication, and therefore report the same to the Senate.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 9, 1864.—Ordered to be printed.

Mr. ANTHONY made the following

REPORT.

[To accompany bill S. No. 105.]

The Committee on Claims, to whom was referred the petition of E. F. & Samuel A. Wood, report:

This claim is for the issuing of nineteen "duplicate Oregon war bonds," and certain coupons attached, amounting to the sum of seven thousand three hundred and fifty dollars.

It appears from the evidence that on the nineteenth day of July, A. D. 1862, E. F. & Samuel A. Wood, (E. F. Wood & Co.,) of San Francisco, California, were the owners of nineteen Oregon war bonds of the United States, with interest coupons attached; also, that on the same day of July, 1862, they caused these bonds and coupons to be duly registered and enclosed in a package by F. J. Thibault, a notary public, and his notarial seal to be affixed to the wrapper of the package; that the package so sealed was then directed to N. A. Rogers, esq., New York city, New York, to be forwarded to him by the way of Panama, and in presence of A. G Stiles, of San Francisco, delivered, by the notary public, to James Benson, the "letter clerk" in the United States post office at that city, and by him deposited and registered in the post office at the request of said E. F. Wood & Co.; that James Benson caused said package to be duly mailed on the 21st day of January, 1862, and delivered with the mails of the United States on board the steamer Golden Gate, to be forwarded as directed, which steamer sailed from San Francisco city on the same day.

It is also proved that the above-named bonds and coupons were never received by N. A. Rogers, the correspondent of E. F. Wood & Co., in New York city, but that the steamer Golden Gate, with the United States mails and their contents, was destroyed by fire on the voyage from San Francisco to Panama.

It therefore appears to your committee that the petitioners are entitled to have the prayer of their petition affirmatively decided, upon filing the usual bond of indemnity with the Treasurer of the United States.

Your committee, in accordance with these views, have prepared, and submit herewith, a bill for the relief of the aforesaid petitioners.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 12.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 11, 1864.—Ordered to be printed.

Mr. HENDERSON made the following

REPORT.

[To accompany bill S. No. 110.]

The Committee on Post Offices and Post Roads, to whom was referred a letter of the Postmaster General communicating to the Senate, in answer to a resolution of the Senate of the 19th ultimo, information in relation to the contracts of Shepherd and Caldwell to carry the mail on certain routes in Missouri, and also a bill (S. 110) for the relief of said Shepherd and Caldwell, have had the same under consideration, and respectfully report:

That they find all the facts in the case embodied in a report made to the House of Representatives during the third session of the thirty-fourth Congress from its Committee on the Post Office and Post Roads, which report is as follows:

"JANUARY 24, 1857.

"Mr. FLAGLER, from the Committee on the Post Office and Post Roads, made the following

"REPORT.

"*The Committee on the Post Office and Post Roads, to whom was referred the petition of John H. Shepherd and Walter K. Caldwell, late contractors on mail routes numbered* 8818 *and* 8849, *also on mail routes* 8819 *and* 8872, *in the State of Missouri, have had the same, and the proofs therewith submitted, under consideration, and respectfully report:*

"That in March, 1854, said Shepherd & Caldwell, being farmers in said county of Pike, put in a bid for carrying the United States mail on route 8818, from St. Charles to Hannibal, for three times a week during the suspension of navigation on the Mississippi, to wit: from the first of November till the first of March in two-horse coaches, and three times a week on horseback the balance of the year, for the sum of $2,100 per year, with an additional clause to said bid by which they proposed to carry the mail on said route *six* times a week during the said four months, viz: from first of November till the first of March, in two-horse coaches, for $400 additional (or extra) pay, leaving it discretionary with the Post Office Department either to accept the bid for carrying the mail three times a week throughout the year, as aforesaid, for the sum of $2,100 per year, or to accept it with the three additional trips during said four months for $2,500 per year. That said Shepherd & Caldwell, at the same time,

also put in a bid for carrying the United States mail on route No. 8849, from Hannibal, Missouri, to Keokuk, Iowa, three times a week for said period of the suspension of navigation on the Mississippi, to wit: from first of November till the first of March in two-horse coaches, and three times a week on horseback the balance of the year, for the price of $1,460 a year, with the additional clause to said bid to perform *three extra trips* during said four months in two-horse coaches for the sum of $500 extra or additional pay, leaving it discretionary with the Post Office Department either to accept the bid for the weekly service throughout the year, as aforesaid, for said sum of $1,460, or to accept it with the extra trips during the said four months for the sum of $1,960. But soon after said bids were made and mailed to the Post Office Department, said Shepherd & Caldwell became satisfied that they had made a mistake in their estimate for carrying the mail for the said three extra trips during said four months, on each of the routes aforesaid, to the extent of at least $700 a year on the former route and $300 a year on the latter route, or $1,000 per year on the two routes, making some $4,000 of an under estimate for the four years, from the 1st of July, 1854, embraced by the proposals—a mistake which, if their bid for the three additional trips for the said four months were accepted, and they held by the department to perform the same, would be ruinous to them, limited as were their means and small as was the margin left for any profit, independently of the three additional trips during the winter. They at once notified the Post Office Department of said error against themselves, by letter and through the then member of Congress from their district, the Hon. Alfred W. Lamb, and requested to be allowed to withdraw so much of their said bids as related to the three additional or extra trips aforesaid; that the same was made purely by mistake, and that they could not possibly carry the mail at that rate for the three extra or additional trips. This notice and request was laid before the Post Office Department at least ten days before the opening and examination of the bids. After this, and on the opening and examination of said bids, said Shepherd & Caldwell were notified that their bids for tri-weekly service on said two routes were accepted; and the postmaster at St. Charles was notified that the said bid of Shepherd & Caldwell had been accepted for tri-weekly service on said first-named route; that said Shepherd & Caldwell accordingly filled their bonds with satisfactory security (as required by the instructions of the department) for the tri-weekly service on each of said routes throughout the year, and forwarded and had them filed in the archives of the Post Office Department. This was done in accordance with their said notice to the department, before the said day of letting, and by the request of the department, which was sent along with the bonds in blank, and in accordance with the notice of the department to them in relation to route No. 8849, and the notice of the department to the postmaster at St. Charles and their printed schedule for the route, made out after the letting, and in accordance with the form of the bond sent to them in blank for route No. 8818, all of which was for tri-weekly service alone. Accordingly, on the first of July, 1854, they commenced to carry the mail on each of said routes, and continued to carry it, according to the stipulations of their said bonds, and apprehended no further difficulty, as it appears, on the score of the said erroneous proposal for the three-times-a-week extra trips, till they received, in October, 1854, a letter from the Post Office Department, bearing date October 6, 1854, stating that the department would require them to perform the three extra trips during said four months, on both said routes, for which they would be paid the sums specified in the addition to their original bids sent on; and further stating, that "the clerk employed in drawing the contracts had omitted the additional service, during the suspension of navigation, proposed by them, and accepted by the Postmaster General in connexion with, and at the same time with, their bids for the regular service. And that, under these circumstances, *new contracts*, embracing the

additional service referred to, would be immediately sent them; and that it was expected they would execute them, and return them without delay;' and further stating that, 'as they had been before informed, the Postmaster General *had no power to release them* from the obligation of their bids, and that it would become his duty, in case of refusal or failure to perform their part of said obligations, to proceed to relet said routes on the best terms practicable, and charge the damages which might accrue to themselves and their guarantors, for the collection of which the law required a suit in the United States court to be instituted.' Under all the circumstances above stated, the said Shepherd & Caldwell did not consider (having acted throughout in good faith, and given the department fair and sufficient notice of *their* mistaken bid, and the department, by its agent's act, seeming to yield to their reasonable request in that behalf) themselves bound, or called on, in morals and good conscience, to enter into the said 'new contracts,' which they could not, under the peculiar circumstances, perform—if, indeed, they could under any circumstances have done so—and, consequently, declined to enter into said 'new contracts' so sent to them; but informed the department that they were still willing to go on and perform the service on said routes according to their bonds already given, and filed as aforesaid, or that they were willing that the routes should be let to any other contractors, on condition that the department would release them from further liability on their obligations already filed. This information was communicated to the department by the Hon. Alfred W. Lamb, at their instance. They still continued to carry the mails on said routes, according to their said bonds, tri-weekly—on said route 8818 up to the 1st of February, 1855, and on said route No. 8849 until the 15th of January, 1855, at which dates respectively, or thereabouts, said routes were relet, and the difference charged to said Shepherd & Caldwell, as it appears. The said Shepherd & Caldwell also bid for and had awarded to them, at the same time with the two above named, two other mail routes—viz: routes numbered 8819 and 8872—on which they entered upon the performance of service. Their pay on these two last-named routes was withheld, to make good the damages on the two first-named routes, and nothing paid them for their services on any of them. Your committee think the said Shepherd & Caldwell should be paid for the times they actually carried the mails on said routes 8818 and 8849, and that, in view of all the circumstances, they should be relieved from all liability consequent upon their having been held to a rigid compliance with their proposals, the performance of which, in full, *a mistake* on the part of the department (as it is alleged to be) gave them good reason to conclude they were forever relieved and exempted from. The amount in question is a small matter to the government, whose policy should ever be to deal fairly and equitably, and not harshly nor oppressively, with its citizens An enforcement of the extreme legal power of the government in the premises, your committee think, would oppress the petitioners, and do them great and manifest injustice; the allowance of the prayer of their petition, while it will do 'no wrong' to the government, will be the occasion of affording a just measure of relief to two of its citizens, who, in the only way left to them, have appealed to its equity and justice. They accordingly report a bill, and recommend its passage."

This report was submitted to the Postmaster General on the 5th instant, and an examination made of the facts in the case as disclosed in the following correspondence:

WASHINGTON, *February* 5, 1862.

DEAR SIR: I enclose the statement of the Second Assistant, which I presume [illegible] what you desire.

Yours, truly,

M. BLAIR.

Hon. JOHN B. HENDERSON.

POST OFFICE DEPARTMENT,
Contract Office, Washington, February 5, 1864.

SIR: Upon investigation of the enclosed "House Report, No. 120," (34th Congress, 3d session,) in the case of Shepherd and Caldwell, made 24th January, 1857, by Hon. Mr. Flagler, from Committee on Post Office and Post Roads, the statements contained in the report, as far as ascertained, appear to be verified by the records of this office. The letter of withdrawal of Messrs. Shepherd and Caldwell of their bid for the additional service on routes Nos. 8818 and 8849, during suspension of navigation on the Mississippi river, appears to have been received, and the fact duly recorded upon the Route Register, but was set aside at the letting for reasons which cannot now be ascertained.

Very respectfully, your obedient servant,

GEO. W. McLELLAN,
Second Assistant Postmaster General.

Hon. M. BLAIR,
Postmaster General.

The committee believe that said parties are justly entitled to be paid for the service actually performed on the routes indicated, and they therefore report a substitute for the bill for that purpose, and recommend its passage.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No 13.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

(To accompany bill S. No. 1.)

The Committee on Pensions, to whom was referred a bill granting a pension to John L. Burns, of Gettysburg, Pennsylvania, having had the same under consideration, submit the following report:

It appears from the evidence before the committee that John L. Burns, named in the bill, was wounded at the battle of Gettysburg on Wednesday the 1st day of July, 1863, soon after General Reynolds engaged the enemy. A few days previous to the battle he volunteered with other citizens to fell timber upon the mountain near Gettysburg, west of the town, for the purpose of obstructing the passes. On the morning of July 1, about 10 o'clock, General Buford became engaged with the enemy's pickets between one and two miles from the town. Shortly after the first corps advanced to the support of General Buford, passing within sight of Burns's house on the double quick, Buford's skirmishers having been driven in. On seeing this advance Mr. Burns immediately seized an old musket and hastened to the battle-field. He fell into the ranks of the seventh Wisconsin regiment of the first brigade, honorably known as the "Iron brigade." Being challenged as to his purpose, having on citizen's dress, he made known his desire to fight the enemy, and some one handed him a rifle. Immediately thereafter the regiment came into action, and charged through a piece of woods into a small run. Here, however, the enemy rallied in superior force, and the regiment gradually fell back through the woods to a commanding slope, the Seminary Hill, in the rear of their former position. As they were emerging from the woods, Mr. Burns, in the act of firing upon a rebel in advance of the enemy's line, received a ball in his leg, which brought him to the ground, where he lay bleeding freely, unable to rise. As the first corps fell back to the heights south of the town, the field where Burns lay was occupied by the enemy. He remained where he fell all the night of July 1, and was carried by the rebels on the morning of the 2d to a house near the town, where he was recognized by the inmates and cared for, and at evening, by permission of the enemy, was taken to his own residence, which was used temporarily as a hospital by them, and here his wounds were dressed by a surgeon. It was then ascertained that he had received five wounds—one in his arm near the elbow, a flesh wound upon his hip, two contusions from spent balls, and the wound in his leg which disabled him. He was unaware of all these wounds except the last, but says that he previously felt a stinging sensation in his arm during the fight, and noticed the blood on his hand; but supposing it a flesh wound, kept on fighting, until the last wound brought him down and disabled him.

Mr. Burns is in the 71st year of his age; his wife is 65, and in very feeble health. They have no children but an adopted daughter, about twenty years of age, who resides with them. Mr. Burns served in the war of 1812, and has volunteered twice in the present war; once in the company of Captain (now Colonel) C. H. Buckler, and once in the company of Captain E. McPherson, now Clerk of the House of Representatives; Capt. Buckler thought him too old, and declined accepting him. He marched with Capt. McPherson to West Chester, the rendezvous of the company, but failed to pass the surgical examination on account of age, and returned home. After being thus rejected from the military service, he joined Gen. Banks's army in the autumn of 1861, then near the Potomac river, and did service through the fall and winter of 1861 and 1862, as a wagon-master and teamster.

He is a man of exemplary character, commanding the respect of the community where he resides; and although, many years ago, somewhat free in his habits as to drinking, he has for some twenty years past been a strictly temperate man, not having tasted liquor during that time. He has no means of support other than his daily labor, and although, owing to a vigorous constitution, he has in a great measure recovered from his wounds, yet, in the opinion of your committee, the granting of a pension is but an act of justice for gallant and patriotic services, and will furnish no dangerous precedent; they therefore recommend that the bill referred to them do pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 14.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1864.—Ordered to be printed.

Mr. HOWARD made the following

REPORT.

[To accompany bill S. No. 37.]

The Committee on Military Affairs and the Militia, to whom was referred Senate bill No. 37, entitled "A bill to prevent officers of the army and navy, and other persons engaged in the military and naval service of the United States, from interfering in elections in the States," beg leave to report:

The first section of the bill provides that "it shall not be lawful for any military or naval officer of the United States, or other person engaged in the civil, military, or naval service of the United States, to order, bring, keep, or have under his authority or control, any troops or armed men within one mile of the place where any general or special election is held in any State of the United States of America; and that it shall not be lawful for any officer of the army or navy of the United States to prescribe or fix, or attempt to prescribe or fix, by proclamation, order, or otherwise, the qualifications of voters in any State of the United States of America, or in any manner to interfere with the freedom of any election in any State, or with the exercise of the free right of suffrage in any State of the United States," and punishes any violation of this provision by fine and imprisonment, as well as disqualification to hold any office of honor, trust, or profit under the government of the United States.

The second section provides that "any officer or person in the military or naval service of the United States who shall order or advise, or who shall, directly or indirectly, by force, threat, menace, intimidation, or otherwise, prevent, or attempt to prevent, any qualified voter of any State of the United States of America from freely exercising the right of suffrage at any general or special election in any State of the United States, or who shall, in like manner, compel, or attempt to compel, any officer of an election in any such State to receive a vote from a person not legally qualified to vote, or who shall impose, or attempt to impose, any rules or regulations for conducting such election different from those prescribed by law, or interfere, in any manner, with any officer of said election in the discharge of his duties, shall, for every such offence, be liable to indictment as for a misdemeanor," and punishes him with fine and imprisonment, and the like disqualification.

The bill is founded upon the supposition that the military have in some instances interfered in an illegal or improper way with popular elections in the States, and seeks to prevent that evil for the future by the infliction of severe pains and penalties.

That elections should be free from all violence and intimidation, is an axiom of free government accepted by all, and so evident that it need not be discussed. Violence and threats of violence, and all disturbance, actual or threat-

ened, calculated to keep the legal voter from the polls, or to constrain his free will and choice in exercising his right, are plainly incompatible with the principles on which our governments, whether State or federal, rest. But it must at the same time be remembered that the *purity* of elections is equally essential to the proper working of that theory, and that to admit to the polls persons not possessing the requisite qualifications of age, citizenship, residence, &c., is by no means a less injury to the rights of the lawful elector than open violence. No one pretends to excuse or palliate the offences of those who, being minors, or aliens, or non-residents, or without other qualifications demanded by the law, intrude themselves at elections and seek to defeat the will of those who are entitled; and no honest man, who is a friend of his country, would ever consent that persons who are hostile to that country, who are in arms against it, or contributing by word or deed to strengthen the hands of those who are making war upon it, should be allowed to associate as electors with those who defend it by their blood or treasure. The elective franchise is intended for the benefit of the *friends* of the government under which we live, and those who are willing to maintain and uphold it, and for no others. It was never intended to be used by mere aliens, and least of all by *enemies*, whether domestic or foreign; and any attempt of either class of enemies to use that sacred privilege is just cause of resentment to the honest citizen, and of prompt interference by the government itself.

It is said, by way of furnishing a precedent for the bill, that by the laws of England in force for more than a century, no body of the King's troops is allowed to be near the place of an election while it is progressing. Reference is doubtless had to the act of 8th George II, (1735,) a copy of which we append to this report, marked A. It cannot escape notice that the leading object of this ancient statute, as sufficiently evidenced by the preamble, was "*the preservation of the rights and liberties of the kingdom,*" not their destruction. And the history of the time shows that the prohibition to keep military forces near places where there was an election of members of Parliament, arose from outrages practiced upon the electors by the ministers in posting troops so as to overawe them, and coerce them into the returning of candidates friendly to the ministerial party, and the supporters of prerogative against popular rights. And we are told that, so far did this party push their schemes, that in 1734, the year before the act was passed, the ministers, before the election took place, made out a list of the sixteen Scottish peers who were to be elected, which was approved by the Crown; and that, among other foul means resorted to for securing their election, a battalion of the King's troops were drawn up in the court of Edinburg, contrary to custom, and without any apparent cause but that of overawing the electors. This outrage appears to have been the immediate occasion of the passage of the act. It was passed in the interest of liberty, and in resistance of the tyrannical schemes of the Crown and its flatterers to check its growth by stifling the voice of free election.

No one need be told, that long anterior to the passage of any of the secession ordinances, there was a strong party in many of the northern slave States who joined in the threat to break up the Union in the event of the election of a republican President.

That there have been all along, and still are, great numbers of such persons in the several "border States," admits of no doubt. It is perfectly notorious that when the rebellion broke out, there were large and influential portions of the people of Missouri, Kentucky, Maryland, and Delaware, who were open supporters and advocates of the rebellion. They were found in every neighborhood, in all branches of business, and all the walks of life. By thousands they entered the rebel army, both as officers and men, leaving at home thousands of friends and relatives as traitorous at heart as themselves. These last kept up the agitation in favor of secession and the slave confederacy. No lo-

cality was free from their agitations and their artifices. They encouraged the rebels by keeping up angry divisions at home. They sent information to, and were in constant communication with, the rebels and the rebel chiefs. Remaining in the midst of communities not in open insurrection, but apparently ready to spring to arms against the federal authority, they industriously acted the part of spies, and did all in their power to thwart the efforts of the government. Multitudes of them were continually passing to and fro between the hostile lines, carrying to the rebels supplies of arms, provisions, clothing, medical and military stores, and bringing back encouraging stories of the prosperity of the rebel cause, and the hopelessness of the efforts of the government to defeat and destroy it. Their houses became the asylums of emissaries and spies from the rebel army, and rebel districts, and the refuge and hiding-places of rebel recruiting officers. And so formidable were they in numbers, influence, activity, and craft, that during the year 1861 the whole loyal population were under an apprehension, most painful and depressing, that they might succeed in shuffling those States out of the Union, as the bolder secessionists had done with the ten seceding States. And it cannot be doubted that, but for the presence of the loyal troops who hastened from the north to hold those States to their allegiance by the iron grip of war, they too would have proved false to the Union and Constitution, and would to-day have been, as communities, either in arms against the government of the United States, or in its military occupation. That they are still in the Union, and in the enjoyment of their rights and high privileges under it, is due to the Union bayonet, and to the spotless faith and heroic courage of the true Unionists they contain—far less numerous than has generally been supposed.

One of the most obvious artifices for injuring the Union cause, and the one most easily practiced by these domestic traitors, was to bring about the election to Congress and the State legislatures of persons friendly to the rebellion, or at least opposed to the prosecution of the war for its suppression, and to the measures adopted by the government to that end; and the undisputed history of the twelve months just past proves that they have not failed to take advantage of it. They have let slip no occasion of this kind, and it has required all the vigilance of loyal men to detect and counteract their schemes. One principal prop of the rebel hope has ever been, and continues to be, the divided counsels of the loyal people; the assumed weakness of the government, growing out of the more democratic condition of the people of the north, among whom there is wanting any great and pervading pecuniary interest like slavery, to bind together all others, and give unity of purpose and vigor of action to the government. They have from the first acted upon the assumption that the north would become weak by its own party divisions, and would, after a few spasmodic efforts, give over the cause, yield to dishonorable terms, and finally fall into imbecile fragments, unworthy to be called nations; an easy prey to foreign powers; the scoff of the slave-owning confederacy, and the future victims of its schemes of ambition. Hence they have omitted no artifice, no intrigue, no falsehood, or false pretence, to stir up disaffection among us. Among many others we may mention the insidious proposal made by their agents in 1862, to certain sympathizing friends in the northwestern States, to grant to those States the *free navigation* of the Mississippi, and free trade with the "confederacy," on condition of their abandoning the war, and detaching themselves from the eastern States.

It is vain to deny that in the present struggle the government of the United States is justly, and upon principles of public law, entitled to exercise towards their domestic enemies every belligerent right and power, every warlike appliance, recognized in the code of war; and that it is not only the right, but the duty, of their officers and agents, in waging the contest, to exercise the utmost vigilance in detecting, restraining, and punishing the common enemy, and all who

abet, sustain, or encourage him. To deny to it this right is to lay it prostrate and helpless at the feet of its deadly foes.

Were the war a foreign war, waged with any independent nation, there could be no dispute as to the right of the government to expel from the country every subject of the foreign power, and every person justly suspected of giving it aid and comfort, or to hold such parties in confinement till the war should terminate. This right is in the primary class of belligerent rights, pertaining to every independent nation; and no greater absurdity can be proposed than to say that, although the federal government is vested with all the powers known to the laws and usages of war, and may, unrestrained by any constitutional prohibition, use them against the subjects of a foreign government at war with the United States, yet, as to an organized, wide-spread insurrection of whole political communities within their own limits, acting under a *de facto*, though a usurped government, it is stripped and denuded of this important means of annoyance and defence. It is plainly in its essence a military power—a belligerent right; as plainly such as the right of capture by sea, which has recently received the solemn sanction of the Supreme Court, in a judgment eminent for the power and clearness of its analysis, the profoundness of its learning, and the unanswerable character of its logic.

It does not by any means follow, that because the insurgents are individually subject in law to the authority of the United States, they are not to be treated as enemies. To yield to them the rights of citizens, and the protection that in peace would be due to them as such, and at the same time to treat them and the communities to which they belong as enemies at war with the United States, involves a glaring contradiction. If they are in the sense of the law of war and of nations *enemies*, as they are regarded, both by the legislation of Congress, the executive and the judicial departments of the government, the correctness of whose decision as to their true *status* cannot and ought not to be questioned, then they are lawfully subject, whether as individuals or communities, to the application of all the rules and means of warfare known to civilized nations; and this, in addition to the further and undoubted right of the government to punish them for the crime of treason they commit against it. We might appeal in support of this principle to the most eminent teachers of public law, but it is so well recognized that the task would be useless.

If, then, they are enemies as well as insurgents, the rights of war give to our commanders in the field the use of all the means necessary to make the war on our part successful and effectual, and consequently justify them to resort to any and all measures calculated to defeat and thwart their schemes against our safety, whether those schemes be open violence or secret plots; whether they use the bayonet or the ballot to effectuate their traitorous purposes. Suppose a State, yesterday loyal, to-day passes an ordinance of secession, or declares itself neutral and indifferent between the contending parties, and proceeds by its *de facto* legislature to resist the authority of the government by open force, by attempting to prevent the levy of troops within its borders, or by attempting to prevent the passage of the Union troops across its territory; who will contend that it would not be the right and duty of the commander on the spot at once to disperse or arrest the legislature, to lay the State under martial law, and place in confinement every person found aiding the disloyal movement, or justly suspected of so doing?

And it is impossible to see any distinction in principle between such a case and the case of disloyal voters, who at the polls attempt by their ballots to do the same thing. In either case *hostility* to the government and a desire for its overthrow stand as the sufficient reason for the preventive interference of the military arm. Not to use it on proper occasions is to expose to destruction the government itself, and the liberties and rights it guards. It is the inalienable duty of self-defence.

That this inherent right of war may be abused, as it possibly may have been occasionally during the present struggle, is certainly no reason for denying its existence, or, if it exist, for stripping our commanders of it by legislation; and the present time, when disloyalists swarm at every poll in large districts of country near the rebel lines, would seem to be most unpropitious for such an innovation. The committee believe that no such restraint should be placed upon this tutelary authority of commanders at all; because, though liable to possible abuse, we are persuaded that the evil which might accidentally grow out of it would be, as it undoubtedly has been, as nothing, compared with the good that flows from its exercise.

So far as the committee have been able to ascertain, the evil which the bill is intended to remedy is almost wholly imaginary; and the fact that there is so little real ground for complaint against the military, considering the scenes of excitement and disorder in which they have been compelled to interpose, speaks loudly in praise of their justice and forbearance, and is high evidence of the impropriety of passing the bill.

The committee would hardly do justice to the subject should they omit to lay before the Senate a sketch of such proceedings as have come to their knowledge in the use of this conservative power of our commanders, so far as relates to elections in the border States.

The Secretary of War, in answer to a resolution of the Senate of the 26th of January last, transmits to us a note from the Adjutant General, from which it appears that no orders have issued from the War Department to military commanders in the States of Kentucky, Missouri, Maryland, and Delaware.—(Ex. Doc. 14, of the present session.)

The earliest step taken to preserve elections from the contamination of disloyal votes seems to have been taken by the Missouri convention, which deposed the rebel governor of that State. On the 12th of June, 1862, they adopted an ordinance which expressly excluded from the polls all persons who had, since the 17th of December, 1861, wilfully taken up arms or levied war against the United States or against the provisional government of the State of Missouri. The following is a copy of this wise and salutary ordinance:

"*Be it ordained by the people of the State of Missouri in convention assembled as follows:*

"SECTION 1. No person shall vote at any election to be hereafter held in this State, under or in pursuance of the constitution and laws thereof, whether State, county, township, or municipal, who shall not, in addition to possessing the qualifications already prescribed for electors, previously take an oath in form as follows, namely: 'I, ———, do solemnly swear (or affirm, as the case may be) that I will support, protect, and defend the Constitution of the United States and the constitution of the State of Missouri against all enemies and opposers whether domestic or foreign; that I will bear true faith, loyalty, and allegiance to the United States, and will not, directly or indirectly, give aid and comfort, or countenance, to the enemies or opposers thereof, or of the provisional government of the State of Missouri, any ordinance, law, or resolution of any State convention or legislature, or of any order or organization, secret or otherwise, to the contrary notwithstanding; and that I do this with a full and honest determination, pledge, and purpose, faithfully to keep and perform the same, without any mental reservation or evasion whatever. And I do further solemnly swear (or affirm) that I have not, since the 17th day of December, A. D. 1861, wilfully taken up arms or levied war against the United States, or against the provisional government of the State of Missouri: So help me God.'"

General Schofield, in command of the military district of Missouri, did not hesitate to issue his order declaring that he should deal with any judge of an election as for a military offence who should admit persons to vote who were

excluded by that ordinance; and he also declared obnoxious to the like punishment any person who had borne arms against the United States, or given aid and comfort to their enemies during the rebellion, and who should presume to act as judge or clerk of the then coming November election. The statutes of the State gave him no right to do this, and his justification can only be found in the duty he owed to his country as a military commander to prevent her enemies from obtaining an advantage, and for that reason the order was plainly legal and necessary. None but disloyal men have complained of it, because none but such could. The following is so much of his order, (No. 120,) dated October 20, 1863, as is necessary to illustrate the principle:

GENERAL ORDERS, }
No. 120. }

Judges of elections of the various precincts in Missouri are notified that they will be held responsible that, at the election on the 3d of November next, those persons, and only those, be permitted to vote who are entitled to do so by the laws of the State; and especially that the ordinance of the State convention, adopted June 10, 1862, and published herewith, be enforced in every case.

It is the duty of the judges of election at each precinct in the State to see that every person qualified by the constitution and laws of the State shall be permitted to exercise the elective franchise without let or hindrance; and it is equally their duty to see that those who are not qualified under the constitution and laws, or who refuse to qualify according to the terms of the annexed ordinance, shall not be allowed to vote; and any action on their part excluding qualified voters from the polls, *or admitting those who are not qualified as stated, will be punished as a military offence.*

Any person who has borne arms against the government of the United States, or voluntarily given aid and comfort to its enemies during the present rebellion, and who shall presume to act as judge or clerk at said election, and any county judge who shall knowingly appoint any such person as above described to act as judge at said election, will be deemed guilty of violation of military orders, and, upon conviction thereof, will be punished accordingly.

In those parts of the State where there is danger of interference by guerilla bands, or by combinations of persons intended to overawe or intimidate legal voters, district commanders will so dispose their troops as will most certainly prevent such interference.

Who can doubt that, without this order and the enforcement of it by the presence of armed troops, the elections in that distracted State would have presented scenes of violence, fraud and bloodshed, that would have added tenfold fury to the flames of civil and social war, under which she was apparently consuming? And who can feel assured that Missouri would not to-day have been effectually an ally of the rebels?

A similar order was issued by General Burnside, in Kentucky, on the eve of the election held in that State on the 3d of August, 1863. It is as follows:

HEADQUARTERS DEPARTMENT OF THE OHIO,
Cincinnati, Ohio, July 31, 1863.

GENERAL ORDERS, }
No. 120. }

Whereas the State of Kentucky is invaded by a rebel force with the avowed intention of overawing the judges of elections, of intimidating the loyal voters, keeping them from the polls, and forcing the election of disloyal candidates at the election on the 3d of August; and whereas the military power of the government is the only force that can defeat this attempt, the State of Kentucky is hereby declared under martial law, and all military officers are commanded to aid the constituted authorities of the State in support of the laws and of the purity

of suffrage as defined in the late proclamation of his excellency Governor Robinson.

As it is not the intention of the commanding general to interfere with the proper expression of public opinion, all discretion in the conduct of the election will be, as usual, in the hands of the legally appointed judges at the polls, *who will be held strictly responsible that no disloyal person be allowed to vote, and to this end the military power is ordered to give them its utmost support.*

The civil authority, civil courts, and business, will not be suspended by this order. It is for the purpose only of protecting, if necessary, the rights of loyal citizens and the freedom of election.

By command of Major General Burnside.

LEWIS RICHMOND,
Assistant Adjutant General.

It will be noticed that General Burnside, too, makes it a military offence for the judges to allow any disloyal person to vote; basing his order, clearly, upon the principle that an enemy of the country has no political rights, and is not to be treated for any purpose as a friend, while in our midst. The right to baffle public hostility in every form in which it may present itself must not be denied to the government. As well may you deny to the man who is attacked by an assassin the right of using all the faculties God has given him to disarm and destroy him. When the struggle is for existence, no law can define the means by which it shall be defended.

The Senate have referred to this committee, on the motion of an honorable senator from Kentucky, a printed address, in pamphlet form, entitled "*An address to the people and Congress of the United States,*" for our consideration. This paper is signed by seven gentlemen, who style themselves a "committee on behalf of the democratic party." Their names are, W. A. Dudley, Nat. Wolfe, R. K. White, J. H. Harney, W. F. Bullock, J. F. Bullitt, and R. C. Palmer.

Had not the Senate seen fit to refer the paper to the committee, they would have doubted the propriety of giving to a document so manifestly and bitterly partisan in its character—so evidently hostile to the great cause in which loyal men are freely shedding their blood, the importance implied by the reference, and would have preferred to leave it to sink into that oblivion which awaits all such endeavors to embarrass the prosecution of the war and the overthrow of the rebels. But we must, as required, take becoming notice of the pamphlet, which we have carefully perused.

It narrates with an air of sorrow the fact that in August, 1862, Governor *Magoffin*, of Kentucky, resigned his executive trust, "for the purpose of relieving the people, and especially that portion of them *known as southern-rights men, who had been peculiar objects of persecution.*" It will be remembered that Governor Magoffin, when called upon by the President in 1861 for volunteers to defend the national capital, rejected the request, and in terms not only insulting, but redolent of defiance and treason, refused all aid to the national cause. That the resignation of such a functionary was in fact a "relief" to all loyal and well-disposed people is evident enough; but that the authors of the pamphlet should make it ground of complaint that the party in Kentucky known as "southern-rights men," (that is, men favoring the pretended right of the rebel States to secede and make war upon the government.) had been the "peculiar objects of *persecution,*" indicates so strong a sympathy with them as to convince every one that the great object of the authors is anything but the success of the war; anything but an earnest opposition to the plotters whom they commiserate.

They state that, by a previous understanding with Magoffin, Mr. Robinson bas iv the governor. They admit that early in September, 1862, the State eceam aded by rebel troops, "who for six weeks held possession of the greater

portion of its territory;" and aver that the people gave them "*little encouragement and few recruits*, so that by the first of November they were driven from the Kentucky borders."

That there were vast numbers of traitors in Kentucky is evidenced not only by this admission of the authors that the invaders got some encouragement and some recruits during their occupancy of the State, but by the fact that, like the Missouri convention, the legislature had found it necessary to prohibit from voting and to proscribe and expatriate all persons who had entered or should enter the rebel service in any military or civil capacity, or who should voluntarily give aid and assistance to the rebel forces. The number of these traitors was, it is reasonable to suppose, greatly augmented by the open establishment in Kentucky of a "provisional government" in aid of the rebellion. The following is a copy of the act of expatriation to which we refer, appended to the address. It was passed when Magoffin was governor; and the fact that he *refused* to approve it, and that it became a law in spite of his veto, throws a very clear light upon the nature of the complaint contained in the pamphlet, that the "southern-rights men" had been peculiar objects of persecution, the true interpretation of which would seem to be that it is tyrannical to drive out traitors or to exclude them from the polls. The loyalty which satisfies itself with this is plainly not to be trusted, and no military commander would be doing his duty who did not hold it under the strictest watch and use prompt means to defeat its machinations. It is essentially disloyal, because it makes no practical distinction between open treason and open fidelity to the government in time of war.

AN ACT to amend chapter 15 of the Revised Statutes, entitled "Citizens, expatriation, and aliens."

SECTION 1. *Be it enacted by the general assembly of the Commonwealth of Kentucky*, That any citizen of this State who shall enter into the service of the so-called Confederate States, in either a civil or military capacity, or enter into the service of the so-called provisional government of Kentucky in either a civil or military capacity, or, having heretofore entered such service of either the Confederate States or provisional government, shall continue in such service after this act takes effect, or shall take up or continue in arms against the military forces of the United States or the State of Kentucky, or shall give voluntary aid and assistance to those in arms against said forces, shall be deemed to have expatriated himself, and shall no longer be a citizen of Kentucky, nor shall he again be a citizen, except by permission of the legislature by a general or special statute.

SEC. 2. That whenever a person attempts or is called on to exercise any of the constitutional or legal rights and privileges belonging only to citizens of Kentucky, he may be required to negative on oath the expatriation provided in the first section of this act, and upon his failure or refusal to do so, shall not be permitted to exercise any such right or privilege.

SEC. 3. This act to be of force in thirty days from and after its passage.

Passed and became a law, the objections of the governor to the contrary notwithstanding, March 11, 1863.

In order to carry into effect this salutary and patriotic act, Governor Robinson, just before the August election, issued the following proclamation:

COMMONWEALTH OF KENTUCKY,
Executive Department.

For the information and guidance of all officers at the approaching election, I have caused to be herewith published an act of the legislature of Kentucky entitled "An act to amend chapter 15 of the Revised Statutes, entitled "Citizens, expatriation, and aliens." The strict observance and enforcement of

his and all other laws of this State regulating elections are earnestly enjoined and required as being alike due to a faithful discharge of duty to the purity of the elective franchise, and to the sovereign will of the people of Kentucky expressed through their legislature.

Given under my hand, as governor of Kentucky, at Frankfort, this 10th day of July, 1863, and in the seventy-second year of the commonwealth.

J. F. ROBINSON,

By the governor:
D. C. WICKLIFFE,
Secretary of State.

Considering the disturbed state of things in Kentucky, and the manifest danger of rebel interference with the elections in numerous precincts, it is difficult to see any objection to the issuing of this proclamation. It was plainly necessary in order to call the immediate and earnest attention of the judges of election as well as the people to its important provisions, which had been in force but three months. Yet the authors of the pamphlet take occasion to denounce it, and to intimate that the real object of it was to exclude their friends from the polls, which may be admitted if they regarded rebels as such, for it affected nobody else.

Deeming it necessary to place the State under martial law, General Burnside, on the 31st, issued his proclamation to that effect, set forth above.

It ought to be stated, however, that in the preceding June the authors, with many others, agreeing, as they say, in approving, with some exceptions, the resolutions of the "*Union democratic convention*" held on the 18th of March, and which had nominated Mr. Bramlette, but "distrusting the sincerity of the men by whom those resolutions had been adopted," addressed a letter to honorable Charles A. Wickliffe, "which, they assure us, fully explains our purpose and our policy," and in which they add Mr. Wickliffe "expressed his hearty concurrence." The letter is as follows:

LOUISVILLE, *June* 13, 1863.

DEAR SIR: The undersigned, in behalf of many in all parts of this commonwealth, believe it a political necessity to reorganize the democratic party in the State, in association with those of the north who have stood by the government and the Constitution throughout this deplorable civil war. They constitute the only political party of the north with whom any party south will have any affiliation, whilst a political association between the two sections of the country is indispensable to a restoration of the Union.

We cannot consent to the doctrine that the Constitution and laws are inadequate to the present emergency—that the constitutional guarantees of liberty and property can be suspended by war.

Our fathers certainly did not intend that our Constitution should be a fair-weather document, to be laid away in a storm, or a fancy garment to be worn only in dry weather. On the contrary, it is in times like the present that constitutional restraints on the power of those in authority are needed.

We hold the federal government one of limited powers, that cannot be enlarged by the existence of civil commotion. We hold the rights reserved to the States equally sacred with those granted to the United States. *The government has no more right to disregard the constitution and laws* of the States, than the States have to disregard the Constitution and laws of the United States.

We hold that the administration has committed grave errors in confiscation bills, lawless proclamations, and military orders *setting aside constitutions and laws*, and making arrests outside of military lines where there is no public danger to excuse it.

It is now obvious that the fixed purpose of the administration is to arm the negroes of the south *to make war upon the whites, and we hold it to be the duty of the people of Kentucky to enter against such a policy a solemn and most emphatic protest.*

We hold as sacred and inalienable the right of free speech and a free press; that the government belongs to the people, and not the people to the government.

We hold this rebellion utterly unjustifiable *in its inception*, and a dissolution of the Union the greatest of calamities.

We would use all just and constitutional means adapted to the suppression of the one and the restoration of the other.

Having observed your uniform and consistent course since the origin of our troubles, we believe you a faithful representative of our views, and urgently request that you permit your name to be used as a democratic candidate for governor at the ensuing election.

Yours, respectfully,

W. F. Bullock.	Joshua F. Bullitt.
Robert Cochran.	Geo. W. Johnston.
L. S. Trimble.	Robt. M. Smith.
Thos. P. Hughes.	T. J. Conn.
R. C. Palmer.	W. A. Dudley.
Alfred Herr.	W. P. Simmons.
J. P. Chambers.	John T. Bridges.
Wm. K. Thomas.	T. J. Hall.
Wm. G. Reasor.	Samuel N. Hall.
Robt. K. White.	Philip Tomppert, jr.
J. H. Harney.	Jesse F. Hammon.
Wm. Kaye.	P. M. Campion.
N. Wolfe.	W. H. Bailey.
S. M. Hall.	Jacob Abuy.
John Herr.	J. H. Price.
Chas. L. Harrison.	

Hon. C. A. WICKLIFFE.

On the 17th of July, nearly a year before the date of this letter, Congress had authorized the President "to employ as many persons of African descent as he might deem necessary and proper for the suppression of the rebellion, and for this purpose to organize and use them in such manner as he might judge best for the public welfare." This letter seeks to make a direct issue between the government of the United States and the people of Kentucky on this question, holding it to be the duty of the people of Kentucky to enter against this policy "their most solemn and emphatic protest," and denouncing it as a scheme to "arm the negroes of the south to make war upon the whites;" meaning, of course, the whites of the south, or rebels; and to give this protest the indubitable character and force of a menace against the United States, they say, "the government (of the United States) has no more right to disregard the constitutions and laws of the States, than the States have to disregard the Constitution and laws of the United States." If this be so, who is to judge between them? Plainly no one but the parties to the dispute are, each for itself, the final judges. This is the precise doctrine of the nullifiers of 1832 and the very essence of secession. It denies all rightful authority in the government to put down a rebellion when the government *de facto* of a State has armed itself against the authority of the United States. And this monstrous principle, adopted directly from the rebel school, these patriotic writers dignify as "conservative." It is not easy to imagine a more wretched abuse of the term.

The writers, though pretending to hold the rebellion "utterly unjustifiable *in its inception*," leave a strong implication that it had become not unjustifia-

ble, and seem to regard the employment of negro troops to "make war upon the whites" in the rebel States as changing its original character from unjustifiable to the contrary. And such they and their candidate undoubtedly regarded it, and had in contemplation to take measures of violence to resist it. At this time the recruiting of black troops, under the act of 1862, was in active progress in Kentucky, Tennessee, and other slaveholding districts; the State swarmed with rebel spies, as well as persons openly advocating and encouraging the rebellion; the rebel slaveholders all over the State were continually visiting the federal camps for the twofold purpose of hunting their forfeited slaves and practicing their spycraft, thus keeping up a turmoil among the troops, producing frequent acts of insubordination, weakening discipline, and striving to defeat the act of Congress against the surrender of fugitive slaves by military persons.

Under such a state of things, we are of opinion that the safety of the State and the success of our arms imperatively demanded that the State should be placed under martial law, and that if the general in command was guilty of any fault, it was for delaying that salutary measure too long.

The authors of the address, with commendable truthfulness, say: "It is very frankly admitted that we hoped and expected to obtain the support of the great mass of the southern rights men of the State. They were, for the most part, democrats of long standing. Though classed by the adherents of the administration as 'disloyal,' the great *majority of them* were not secessionists, and were entirely free from all complicity in the rebellion. So far from esteeming it a fault of which we should be ashamed, we regarded the effort to conciliate them, if it could be done without a sacrifice of principle on either side, as highly meritorious; and we now gratefully acknowledge the cordial support which that portion of our fellow-citizens were ready and anxious to yield to our platform and candidate whenever permitted to do so."

This is an express avowal of the purpose of the writers, and of Mr. Wickliffe, their candidate, to obtain the votes, not only of loyal democrats, but of persons who were open rebels, however numerous they might be. No one can deny this, and no one can deny that such a purpose was directly in the teeth not only of General Burnside's proclamation establishing martial law, but of the statute of Kentucky of March 11. It invited open enemies whose hands were red with the blood of the defenders of the government, and who were loaded with the spoils of plundered loyalists, to come to the polls and participate in the election of the officers of a loyal State! There is but one step, and that a short one, between this invitation and openly embracing the rebel cause. Every man sees this; and the loud protestation of such parties of their "loyalty" only serves to make their purposes more transparent, their hypocrisy more glaring.

One great object announced in the general's proclamation, and one which he was bound by every sentiment of patriotic duty to carry out, was to prevent any disloyal person from voting at the polls. He regarded them, very properly, as *enemies*, not entitled to and not to be allowed the privileges of citizens. He was not bound to inquire whether, under the laws of Kentucky, such persons were admitted or excluded from the polls; they were, as enemies, amenable to the military authority of the United States, and whoever aided, encouraged or harbored them, while within the limits of our military occupation, was punishable by the law of war. It was upon this obvious principle of the law of war that the general's prohibition of the disloyalists to vote, and the judges of election to receive their votes, is founded. It must be borne in mind that the State was under *martial law*—a law which it is the undoubted right of every commander in the field to declare and enforce whenever, in his judgment, the state of things within the limits of his command requires it. It is strictly constitutional, because the Constitution allows war to be carried on, and the establishment of martial law is one of the usual instrumentalities of carrying it on, and is often absolutely indispensable to the safety of the army and the success

of the cause. Its effect is, if the general so wills, to suspend the functions of all civil magistrates, and all the ordinary transactions of society, placing everybody and everything, for the time being, at the disposal of the commanding general. It is the law of necessity, the necessity of existence—the supreme necessity of society. It is, of course, modified by the commander according to the degree of necessity, and ceases when the necessity ceases. But while in force it is *law*, and punishes disobedience like any other law.

That the state of things in Kentucky, or elsewhere in the United States, should have required a proclamation of martial law is certainly to be deplored. But neither the government nor General Burnside, nor any loyal citizen of Kentucky, was, or is, chargeable with producing it. It was the bitter fruit of treason, rebellion and civil war, crimes which must be met with force and a manly vigor worthy of the cause at stake.

If, then, the proclamation was rightful in itself, carrying with it the force of law, as we hold it to have been, and if it was lawful to exclude a disloyal person from voting, it was assuredly not the less lawful to prevent a disloyal person from placing his name upon the poll-books of the election as a candidate; and the complaint of the authors of the pamphlet, that Mr. Wickliffe's name was at several of the places of election struck from those books by order of the military, is without any legal foundation. He was regarded by them as a disloyal person, at least as one whose conduct and declarations rendered him an object of just suspicion as being in the interest of the enemy, and a person dangerous to the United States; and the committee, from the general tone and character of the address itself, see no reason to dissent from their opinion. The naked fact of his soliciting the votes of avowed rebels and secessionists, in defiance even of the highly penal laws of his own State, and in contempt of the military order prohibiting the judges of election to receive them—a fact admitted by the pamphlet—would, if there were no other proof, be sufficient, in our opinion, to subject him to the treatment he received. The leader of a party who, like the pamphleteers, censure their government at such a moment as this for keeping from the polls its open enemies, and who embody this charge as a principal ingredient in the grand climax of angry and false accusation, that "the very devotion of Kentucky to the Constitution has been the means whereby to deprive her people of every constitutional right," has little ground to complain when he is shoved aside by the iron hand of that military power which is smiting down those same enemies by his side.

It is enough to say that, notwithstanding the manifest party exaggerations and distortions of fact of this pamphlet, it does not allege that any loyal man who offered to vote for a loyal candidate was excluded or in any way molested by the military authorities. The orders of the subordinate commanders were, so far as they are embodied in the pamphlet, and so far as we have been able to ascertain, in strict accordance with General Burnside's order and the statute of the State, which we have cited; and the pamphlet admits that these orders "were carried out with rare fidelity by those to whom their execution was intrusted." Possibly wrong may have been done to individual voters or candidates; but if so, the authors of the pamphlet have failed to point them out, or to direct attention to the quarter where the proofs may be obtained; and we dismiss the subject referred to us with the remark, that if Kentucky politicians will cease all party alliance with rebels, there will be no need for martial law in that commonwealth.

We come next to the State of Maryland. Governor Bradford, in his message to the legislature of that State, of January last, devotes much attention to this subject, which, he observes, "for some time past, has greatly agitated and alarmed the people of the counties of the State, and caused many complaints and appeals to me for interposition by some of the best and most faithful of our citizens." We append so much of his message as relates to this subject in an

accompanying paper, marked B, in order that his views and statements of fact may be seen in connexion with our own remarks upon them.

The recent Maryland election is a fruitful topic of complaint. The governor and one of her senators unite in denouncing it. The former, in his message, informs the legislature that "a part of the army which a generous people supplied for a very different purpose, was on that day employed in stifling the freedom of election in a faithful State, intimidating its sworn officers, violating the constitutional rights of its loyal citizens, and obstructing the usual channels of communication between them and their executive." And a senator of Maryland has indulged in expressions which nothing but the most flagrant invasions of the elective franchise can excuse.

But the weight of these imputations is seriously diminished by two considerations: both gentlemen owe their positions to an election conducted under the same auspices; both gentlemen are now on the losing side of the election which they impeach; and the country has not forgotten that it is the bad habit of the defeated partisans of the slavery interest to blacken the opponents whom they fail to defeat.

For years the country was taught to believe that the elections in Baltimore unfavorable to their partisans were carried by the intrusion of thousands of fraudulent votes and the exclusion by bloody violence of thousands of voters. In an evil day they ventured to contest an election on those allegations; and the committee reported that only twenty five illegal votes were cast, and only fifty-seven persons were excluded from the polls.

A critical examination of the conduct and influence of the military authorities at the recent election will sufficiently show that the arts of exaggeration have not deteriorated under the auspices of the present representatives of the slavery interest. Their clamor is that of disappointed partisans, not the outcry of the oppressed.

The circumstances of the contest narrow the inquiry to a single congressional district.

In four of the five districts there is no pretence of military interference.

In three of the districts, now represented by Messrs. Thomas, Davis, and Webster, there were no opposing candidates.

In the fifth district an avowed secessionist was elected, and the governor makes no complaint of military interference with his election.

In the *first* district the pro-slavery candidate was defeated; and from that district alone is any complaint heard.

The governor and those who were defeated with him complain of the military order, No. 53, and of the manner of its execution. We append the order and the modification of it by the President of the United States, marked C.

The complaint contains its own refutation on both points. If the order was needless in the governor's opinion, that opinion was not, as we know, shared by many of his fellow-citizens; and some equally associated with its history took a very different view of what the honor and safety of the State required. It is enough to say that Governor Thomas H. Hicks, the predecessor of Governor Bradford, by him appointed to the Senate of the United States, and now just elected by the legislature which sprang from this election, gave the general the following advice:

CAMBRIDGE, *October* 26, 1863.

MY DEAR SIR: Our election is now near at hand, and I see no restriction placed upon the disloyal of our State. It does seem to me that if nothing else

is done, there should be a STRINGENT OATH prepared, and the judges *required to exact* it of all doubtful voters, and they refusing shall not vote.

I shall be glad to hear from you as early as possible.

I am, with great respect, your obedient servant,

THOS. H. HICKS.

Major General R. C. SCHENCK, *U. S. A.*

Perhaps that alone ought to silence the voice of criticism. But those who urge the complaint will be more affected by the authority of General McClellan; and Governor Bradford will, perhaps, appreciate the pertinence of the following order of that general in aid of his own election:

HEADQUARTERS ARMY OF THE POTOMAC,
Washington, October 29, 1861.

GENERAL: There is an apprehension among Union citizens in many parts of Maryland of an attempt at interference with their rights of suffrage by disunion citizens on the occasion of the election to take place on the 6th of November next.

In order to prevent this, the major general commanding directs that you send detachments of a sufficient number of men to the different points in your vicinity where the elections are to be held *to protect the Union voters*, and to *see that no disunionists are allowed* to intimidate them, or in any way to interfere with their rights.

He also desires you to arrest and hold in confinement till after the election all disunionists who are known to have returned from Virginia recently and *who show themselves at the polls*, and to guard effectually against any invasion of the peace and order of the election. For the purpose of carrying out these instructions *you are authorized to suspend the habeas corpus.* General Stone has received similar instructions to these. You will please confer with him as to the particular points that each shall take the control of.

I am, sir, very respectfully, your obedient servant,

R. B. MARCY,
Chief of Staff.

Major Gen. N. P. BANKS,
Commanding Division, Muddy Branch, Md.

The existence of that order had probably escaped the governor's recollection entirely.

It would have been, perhaps, fortunate had the contrast of General Dix and General Schenck been likewise omitted; for it is apparent that the letter of General Dix fully covers the order of General Schenck; and the order of General Dix, whose text the governor has not cited, is more stringent than that of his successor in command. We supply the omission.

HEADQUARTERS, *Baltimore, November* 1, 1861.

To the United States marshal of Maryland, and the provost marshal of the city of Baltimore:

Information has come to my knowledge that certain individuals who formerly resided in this State, and are known to have been recently in Virginia bearing arms against the authority and the forces of the United States, have returned to their former homes with the intention of taking part in the election of the 6th of November instant, thus carrying out at the polls the treason they have committed in the field. There is reason also to believe that other individuals

lately residents of Maryland, who have been engaged in similar acts of hostility to the United States, or in actively aiding and abetting those in arms against the United States, are about to participate in the election for the same treacherous purpose, with the hope of carrying over the State by disloyal votes to the cause of rebellion and treason. I, therefore, by virtue of the authority vested in me to arrest all persons in rebellion against the United States, require you to take into custody all such persons in any of the election districts or precincts in which they may appear at the polls to effect their criminal attempt to convert the elective franchise into an engine for the subversion of the government, and for the encouragement and support of its enemies.

In furtherance of this object, I request the judges of election of the several precincts of the State, in case any such person shall present himself and offer his vote, to commit him until he can be taken into custody by the authority of the United States; and I call on all good and loyal citizens to support the judges of election, the United States marshal and his deputies, and the provost marshal of Baltimore and police, in their efforts to secure a free and fair expression of the voice of the people of Maryland, and at the same time to prevent the ballot-box from being polluted by treasonable votes.

JOHN A. DIX,
Major General, Commanding.

And the letter of General Dix to the judge of election in Carroll county, published by the governor with his message, is so singularly in accordance with the order of General Schenck that we cannot refrain from incorporating it. That it should be invoked to condemn the order at the late election is a striking illustration of the blindness which presides over these attacks.

HEADQUARTERS DEPARTMENT OF PENNSYLVANIA,
Baltimore, Md., November 1, 1861.

GENTLEMEN: I have received your letter of the 29th ultimo, asking me to issue a proclamation authorizing you to administer to all persons of doubtful loyalty, who offer their votes at the approaching election, an oath to support the Constitution of the United States. If I had the power I would most cheerfully do so, for no one who is false to the government ought to be allowed to vote. But the constitution and laws of Maryland provide for the exercise of the elective franchise by regulations with which I have no right to interfere. I have this day issued an order, of which I enclose a copy, to the United States marshal and the provost marshal of Baltimore to arrest any persons who have been in arms in Virginia if they appear at the polls and attempt to vote, as we are told some such persons intend, and to take into custody all who aid and abet them in their treasonable designs; and I have requested the judges of election, in case any such person presents himself at the polls and attempts to vote, to commit him until he can be taken into custody by the authority of the United States.

I consider it of the utmost importance that the election should be a fair one, and that there should be no obstruction to the free and full expression of the voice of the people of the State, believing, as I do, that it will be decidedly in favor of the Union. But it is in the power of the judges of election, under the authority given them, to satisfy themselves as to the qualifications of the voters, to put to those who offer to poll such searching questions in regard to residence and citizenship as to detect traitors, and without any violation of the constitu-

tion or laws of Maryland, to prevent the pollution of the ballot-boxes by their votes.

I am, very respectfully, yours,

JOHN A. DIX,
Major General Commanding.

DANIEL ENGEL and WILLIAM ECKER,
Inspectors of Election, New Windsor.

Of these orders and this letter, intended to protect the polls of 1861, we have never heard a word of complaint; for at that election Governor Bradford was chosen to his exalted office, and the senator of Maryland who impeaches the late election was elected to the house of delegates of Maryland, and the legislature of which he was a member, and which elevated him to the Senate of the United States, was chosen.

If the order of General Schenck was illegal, it is quite apparent it was in the line of precedents of the most conservative gentlemen, and complaints of General Schenck come with a bad grace from gentlemen who profited, in silence, by the orders of General McClellan and General Dix.

It would seem that those who have criticised the order have not taken the pains to read it, or have been so blinded by passion as to have been unable to understand or fairly to represent it.

It is quite certain it does not place "the polls under the surveillance and at the command of the military authority." It is not open to any such imputation. It contains no requirement that any loyal man would refuse. It does not even require the party questioned to deny he has been a rebel in arms against the United States, but, very improperly we think, permits him to vote on swearing to be loyal in future.

It is not true that "the military, aided by the provost marshals, were to arrest voters whom they might consider disloyal approaching or hanging about the polls."

It is not true that "a prescribed form of oath was furnished, without taking which no one if challenged could vote."

The order carefully abstains from giving the military officers any discretion respecting the persons they are ordered to arrest. They are not authorized to arrest any one merely because he is disloyal; the taking of any oath is not made a condition precedent to voting, and no one is authorized to exact any oath of any voter.

It directs the arrest only of two classes of persons: 1st, those who have been engaged in rebellion against the lawful government, or have given aid and comfort or encouragement to others so engaged; or 2d, those who do not recognize their allegiance to the United States.

Those words describe, in definite legal language, acts of rebellion which bring the perpetrators within the legal powers of military suppression, conferred by law on the President; to engage in rebellion, to give aid, or comfort, or encouragement to those so engaged, are acts of war, as well as punishable offences; and the President is engaged in putting down that rebellion. He is daily engaged in arresting persons of the classes described in Maryland, and it would not now be a topic of complaint had not the partisans of slavery needed their votes.

But if the right by law to arrest them be admitted, it is absurd to make a place of voting a sanctuary for traitors. It is absurd to say that the United States cannot arrest them anywhere, at any time; and to apply the law of Maryland, forbidding an officer to march his soldiers in view of any poll, to the troops of the United States, is the assertion of the right of a State to direct the march and encampment of their army in time of war; a result totally inconsistent with supreme authority of the Constitution of the United States.

The committee append a copy of the Maryland act of 1860 on this subject, marked D. It needs no argument to show that such State prohibitions have no application to troops of the United States. It is quite natural that an attempt to secure the votes of traitors should be maintained by arguments involving the right of secession!

Of course, no one will pretend that men who do not acknowledge their allegiance to the United States can have anything to do with an election in Maryland, or any other State, by law. No one can complain who himself declares he is not a citizen, but an enemy, if he is repelled from meddling in an election, and the order includes none but those who *avow their status*.

There is no class of persons described as "disloyal;" no inquiry into political views or opinions or sympathies is permitted; definite acts and avowals are the only criterion, and those acts and avowals place the person within the leaal authority of military arrest.

The next clause of the order has been misconstrued with equal inattention.

It directs the military officers and provost marshals to *support* the *judges of election* in requiring an oath of allegiance to the United States as a test of citizenship, and a form of oath is appended to inform them what sort of an oath they are authorized to support the judges in requiring.

The form of oath was prudently and wisely added to limit the military discretion and to prevent the officers from aiding any judge in requiring capricious, impertinent or irrelevant oaths, which might have been used to exclude loyal citizens on personal or party grounds.

The order does not authorize the officer to challenge any voter, nor to require any oath of the voter, nor to insist that the judge should administer any.

It does not direct or order, or even request any judge of election to administer any oath of allegiance.

It assumes the right of the judge to sift the conscience of the voter, to ascertain his citizenship; and that from a refusal to acknowledge allegiance, and promise to act accordingly, the judge might, in law, infer the person refusing not to be a citizen, and on that ground to refuse his vote.

It is impossible to impeach the correctness of this; citizenship is matter of evidence, and the disavowal of the voter is the best evidence. The order assumes that the judges might so think.

It assumed also that the resolution to apply this test might lead to violent opposition from the enemies of the government, and that the judges might be intimidated into declining to purify the ballot-box of traitors' votes.

The order, therefore, placed a military force at the disposal of the judges, and under *their orders*, to protect them, if they should see fit to insist on the oath of allegiance as a test of citizenship.

The judges are by law the conservators of the peace at the polls; they can command what assistance they please, and it is unreasonable to complain of their preferring to use the volunteers of the United States instead of the *posse comitatus*, who would not have obeyed them in many places.

Of course, such an order as this was fatal to any scheme of party tactics, which looked for success by a coalition of the pro-slavery Union men with the mass of the avowed secessionists, who, we are credibly informed, form a large proportion of the people in the eastern shore counties of the 1st district—but not a majority—and who have been openly and actively engaged in the rebellion, or in giving aid and comfort to those so engaged; many of them have been actually in arms, and many more actually and notoriously engaged in sending supplies, or forwarding recruits to the rebels.

Such men the loyal people of Maryland will not tolerate at the polls; and few but traitors will complain of the administration of the law which excludes them.

The order to report the names of judges who refused to administer the oath was no menace, and cannot be so construed. It was a piece of information

which it was important for the government to have; for it might give some useful information respecting the views and disposition of prominent and influential men in the counties; an essential element in dealing with such a rebellion.

There was no order to arrest them, nor any hint of such a purpose. But the refusal was a fact which the government had a right to know, and it ordered it to be reported.

The governor of Maryland complained of this order to the President, who modified its first clause, so as to strip it of its vigor without conciliating the acquiescence of the governor. For the order to arrest traitors the President substituted the following words:

I. That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described, or by any other person or persons whomsoever.

It simply converts the military into a police for the polls.

His letter in reply to Governor Bradford is a full answer to his complaint, and we incorporate the correspondence to complete this singular history.

WAR DEPARTMENT,
Washington, November 2, 1863.

SIR: Yours of the 31st ultimo was received yesterday about noon, and since then I have been giving most earnest attention to the subject matter of it. At my call General Schenck has attended, and he assures me it is almost certain that violence will be used at some of the voting places on election day, unless prevented by his provost guards. He says that at some of those places the Union voters will not attend at all, or run a ticket, unless they have some assurance of protection. This makes the Missouri case of my action, in regard to which you express your approval.

The remaining point of your letter is a protest against any person offering to vote being put to any test not found in the laws of Maryland. This brings us to a difference between Missouri and Maryland. With the same reason in both States, Missouri has, by law, provided a test for the voter with reference to the present rebellion, while Maryland has not. For example, General Trimble, captured fighting us at Getteysburg, is, without recanting his treason, a legal voter by the laws of Maryland. Even General Schenck's order admits him to vote, if he recants upon oath. I think that is cheap enough. My order in Missouri, which you approve, and General Schenck's order here, reach precisely the same end. Each assures the right of voting to all loyal men, and whether a man is loyal, each allows that man to fix by his own oath. Your suggestion that nearly all the candidates are loyal I do not think quite meets the case. In this strugle for the nation's life, I cannot so confidently rely on those whose election may have depended upon disloyal votes. Such men, when elected, may prove true, but such votes are given them in the expectation that they will prove false. Nor do I think that to keep the peace at the polls, and to prevent the persistently disloyal from voting, constitutes just cause of offence to Maryland, I think she has her own example for it. If I mistake not, it is precisely what General Dix did when your excellency was elected governor. I revoke the first of the three propositions in General Schenck's General Order No. 53, not that it is wrong in principle, but because the military being, of necessity, exclusive judges as to who shall be arrested, the provision is liable to abuse. For the revoked part I substitute the following:

That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described, or by any other person or persons whatsoever.

The other two propositions of the order I allow to stand. General Schenck

is fully determined, and has my strict order besides, that all loyal men may vote, and vote for whom they please.

Your obedient servant,

A. LINCOLN,
President of the United States.

His Excellency A. W. BRADFORD,
Governor of Maryland.

The governor thought fit to publish a proclamation assailing the order (No. 53) for illegality and usurpation, of which the following is a copy.

Governor's proclamation on subject of late election, embodying copy of General Schenck's order No. 53.

STATE OF MARYLAND.

EXECUTIVE DEPARTMENT, ANNAPOLIS,
November 2, 1863,

PROCLAMATION BY THE GOVERNOR.

To the citizens of the State, and more especially the judges of election:

A military order, issued from the headquarters of the "middle department," bearing date the 27th ult., printed and circulated, as it is said, through the State, though never yet published here, and designed to operate on the approaching election, has just been brought to my attention, and is of such a character and issued under such circumstances as to demand notice at my hands.

This order reciting, "that there are many evil disposed persons now at large in the State of Maryland, who have been engaged in rebellion against the lawful government, or have given aid and comfort, or encouragement to others so engaged, or who do not recognize their allegiance to the United States, and who may avail themselves of the indulgence of the authority which tolerates their presence, to embarrass the approaching election, or through it to foist enemies of the United States into power, proceeds, among other things, to direct "all provost marshals and other military officers, to arrest all such persons found at or hanging about, or approaching any poll or place of election, on the 4th of November, 1863, and report such arrest to these headqurters,"

This extraordinary order has not only been issued without any notice to, or consultation with the constituted authorities of the State, but at a time and under circumstances when the condition of the State, and the character of the candidates are such as to preclude the idea that the result of that election can in any way endanger either the safety of the government, or the peace of the community.

It is a well known fact that, with perhaps one single exception, there is not a congressional candidate in the State whose loyalty is even of a questionable character, and in not a county of the State outside of the same congressional district is there, I believe, a candidate for the legislature or any State office, whose loyalty is not equally undoubted. In the face of this well known condition of things, the several classes of persons above enumerated are not only to be arrested *at* but "*approaching any poll or place of election.*" And who is to judge whether voters thus on their way to the place of voting have given "aid, comfort, *or encouragement*" to persons engaged in the rebellion, or that they "do not recognize their allegiance to the United States," and may avail themselves of their presence at the polls "to foist enemies of the United States into power?" As I have already said, in a very large majority of the counties

of the State there are not to be found among the candidates any such "enemies of the United States," but the provost marshals—created for a very different purpose—and the other military officials who are thus ordered to arrest approaching voters are necessarily made by the order the sole and exclusive judges of who fall within the proscribed category: an extent of arbitrary discretion, under any circumstances the most odious and more especially offensive and dangerous in view of the known fact that two at least of the five provost marshals of the State are themselves candidates for important offices, and sundry of their deputies for others.

This military order, therefore, is not only without justification when looking to the character of the candidates before the people, and rendered still more obnoxious by the means appointed for its execution, but is equally offensive to the sensibilities of the people themselves and the authorities of the State, looking to the repeated proofs they have furnished of an unalterable devotion to the government. For more than two years past there has never been a time when, if every traitor and every treasonable sympathizer in the State had voted, they could have controlled, whoever might have been their candidates, a single department of the State or jeopardized the success of the general government. No State in the Union has been or is now actuated by more heartfelt or unwavering loyalty than Maryland—a loyalty intensified and purified by the ordeal through which it has passed; and yet looking to what has lately transpired elsewhere and to the terms and character of this military order, one would think that in Maryland and nowhere else is the government endangered by the "many evil disposed persons that are now at large."

Within less than a month the most important elections have taken place in two of the largest States of the Union; in each of them candidates were before the people, charged by the particular friends of the government, with being hostile to its interests, and whose election was deprecated as fraught with the most dangerous consequences to its success. One of the most prominent of these candidates was considered so dangerously inimical to the triumph of the national cause, that he has been for months past banished from the country, and yet hundreds of thousands of voters were allowed to approach the polls, and to attempt "to foist" such men into power, and no provost marshals or other military officers were ordered to arrest them on the way, or, so far as we have ever heard, even test their allegiance by an oath.

With these facts before us, it is difficult to believe that the suggestion that the enemies of the United States may be foisted into power at our coming election, was the consideration that prompted this order; but whatever may have been that motive, I feel it to be my duty to solemnly protest against such an intervention with the privileges of the ballot-box, and so offensive a discrimination against the rights of a loyal State.

I avail myself of the occasion to call to the particular attention of the judges of election the fact that they are on the day of election clothed with all the authority of conservators of the peace, and may summon to their aid any of the executive officers of the county, and the whole power of the county itself to preserve order at the polls and secure the constitutional rights of the voters.

It is also made their "special duty" to give information to the State's attorney for the county of all infractions of the State laws on the subject of elections, and by these laws it is forbidden to any "commissioned or non-commissioned officers, having command of any soldier or soldiers quartered or posted in any district of any county of the State, to muster or embody any of said troops, or march any recruiting party within the view of any place of election during the time of holding said election."

I need not, I am sure, remind them of the terms of the oath they are required to take before entering upon their duties, and according to which they swear "to permit all persons to vote who shall offer to poll at the election, &c.,

who, in *their judgment, shall, according to the directions contained in the constitution and laws, be entitled to poll at the same election*, and not to permit any person to poll at the same election who is not in (their) judgment qualified to vote as aforesaid."

It is the *judgment of the judges of election* alone, founded upon the provisions of the constitution and laws of the State, that must determine the right to vote of any person offering himself for that purpose. I trust and believe that they will form that judgment, and discharge their duty, as their conscientious convictions of its requirements, under the solemn obligations they assume shall dictate, undeterred by an order to provost marshals to report them to "headquarters."

Whatever power the State possesses shall be exerted to protect them for any thing done in the proper execution of its laws.

Since writing the above, I have seen a copy of the President's letter to the chairman of the Union State Central Committee, bearing the same date with the order, and evidently showing that the order was unknown to him, that it would not have been approved by him, if he had known it, and that it is therefore all the more reprehensible.

A. W. BRADFORD.

By the Governor:

WM. B. HILL,
Secretary of State.

After the above was in print, at three o'clock this afternoon, I received from the President the following despatch:

"I revoke the first of the three propositions in General Schenck's general order No. 53, not that it is wrong in principle, but because the military, being of necessity exclusive judge as to who shall be arrested, the provision is liable to abuse; for the revoked part I substitute the following:

"That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described, or by any other person or persons whomsoever; the other two propositions I allow to stand; my letter at length will reach you to-night.

A. LINCOLN.

Whilst this modification revokes the authority of the provost marshals and military officers to arrest the classes of persons enumerated in the preamble to the order "found at or hanging about, or approaching any poll or place of election," it directs them to prevent all violence or disturbance about the polls, &c.

To meet such disturbances, the judges of election, as I have already stated, are clothed with ample powers, and I had received no previous intimation that there was any reason to apprehend a disturbance of any kind at the polls on the day of election. In the absence of any military display, there would certainly seem to be as little cause for such apprehensions as ever before existed. A preparation by the government by military means, to provide for such a contingency, will be quite as likely to provoke as to subdue such a disposition. Not only so, but the military thus required to prevent violence or disturbance about the polls must necessarily be empowered to arrest the parties they may charge with such disorder, and they are still left in effect "the exclusive judges as to who shall be arrested"—a power they may as readily abuse as any other.

I regret, therefore, that I can perceive no such change in the general principles of the order as to induce me to change the aforegoing proclamation.

A. W. BRADFORD.

BALTIMORE, *Monday evening, November* 2, 1863.

That inflammatory manifesto was issued on the eve of the election and carried dismay and dissension among the friends of the Union, and delight to its enemies. It falls little short of a declaration of war against the United States troops then in Maryland.

Under its auspices, and the order modified by the President, the secessionists instantly organized in less than twenty-four hours, circulated, those documents, with the exhortation to all the enemies of the government to come and take the oath and vote, since nobody was to be arrested; and under those papers a secessionist was elected in the 5th district against the superior but divided vote of the unionists.

That proclamation was much more liable to the charge of illegality than the order of which it complained.

The law of Maryland charges the governor with no authority over elections, and vests him with no right to instruct the judges of election in the law of their duty.

This proclamation was therefore a palpable usurpation.

It denied the right of the United States to arrest their enemies at or approaching a Maryland poll.

It converted the elective franchise into a sanctuary for traitors.

It promised the judges of election that "whatever *power the State possesses should be exerted to* protect them for anything done in the proper execution of its laws," and that meant in any resistance to the military order to arrest traitors at the polls.

That is, to stir up sedition and incite persons to oppose by force the authority of the United States.

The governor bitterly complains of the suppression of his proclamation, instead of gratefully acknowledging the moderation which arrested its circulation instead of its author.

His reference to the Ohio election is unfortunate, for there was no more attempt to prevent men in Maryland voting for the secessionist elected in the 5th district than in Ohio to prevent men voting for Vallandigham. The order was absolutely silent respecting candidates; it looked exclusively to the legal character of the voter.

It is true, doubtless, that there is a union majority in Maryland over every traitor and treasonable sympathizer; but it is equally true that the secession vote in the slaveholding counties, united to the unionists of pro-slavery proclivities might control the senate and paralyze the house of delegates, and decide the question of emancipation against the will of the people; for a minority elect both houses of the legislature.

It was quite possible that the union vote might be so divided in the 1st district, as it was in the 5th district, as to allow the secessionists to elect a secessionist.

It would seem that "with these facts before us, it ought not to have been difficult for the governor to believe that the suggestion that the enemies of the United States may be foisted into power at the coming election, was the consideration that prompted this order."

The loyal people of Maryland invoked the aid of the military to protect them from the votes of the disloyal; and those only are indignant who wished by a humiliating coalition with the traitors to govern their loyal fellow citizens.

The order therefore was legal, not an usurpation, not a dictation to the loyal people, but at their instance, for their benefit, to exclude only arrant traitors whom the United States had a right to arrest even against the will of the people of Maryland.

The execution of the order was as fair and upright as the order itself was legal and its purpose honest.

The governor of Maryland has dealt in very general abuse of the officers charged with its execution, and numerous complaints are appended to his message in proof of his imputations.

But for these proofs we might have feared there was some foundation for the complaints; but the slightest inspection of those papers discredit them, and official documents disprove them.

We take the trouble to make a brief analysis of them, so that the accusation shall fail by the confessions of the accusers as well as the authentic history of the occurrences.

There are in Maryland twenty-one counties and the city of Baltimore, the latter containing one-third of the people of the State.

No illegal act is complained of by the governor in the city of Baltimore, or in sixteen of the twenty-one counties.

In one of the counties in which the election is pronounced void—Frederick, no candidate opposed Mr. Thomas for Congress; he received 3,987 votes, Mr. Goldsborough received 3,985 votes, and his competitor, Mr. Maffit, got 751 votes.

The objection to this election is confined to one voting place.

At that place one person is stated to have been compelled to cast a ballot against his will.

The person who states this affirms that the votes of loyal voters were refused because they would not take the oath prescribed by General Schenck.

But he also says, "Your proclamation to the citizens and election judges of our State did not seem to be more regarded by the election judges at their polls than if it had never been issued."

So it was the judges of election who, the governor tells us, are the sole judges of the law, who thought his proclamation was not law, and who thought it was legal to require an oath as the test of citizenship.

Does one vote in one precinct in one county seriously compromise the seat of Mr. Thomas?

Every other complaint is confined to the 1st district, and to four only of the eight counties composing it; and so futile is the case made against those counties that the governor disclosed his sense of its weakness by the significant remark: "In the statements and certificates which have been forwarded to me from different counties in that congressional district, I have been furnished, I presume, with an account of part only of the outrages to which their citizens were subject."

It is, however, only on these that the case rests, and they are a frail justification of the aspersions thrown by the governor on honorable men and his victorious antagonists.

The chief complaints relate to Somerset, Worcester and Kent counties.

Mr. John W. Crisfield, the anti-emancipation candidate, wrote an account of the "outrages" to the Postmaster General.

On this the President promised to try any officer against whom the judges of election would file charges under oath.

This was published all over the district, but no charges were so preferred, except by the judges of Mr. Crisfield's precinct in his own county.

The irresponsible names, whose loose letters are appended to the governor's message, wisely rested there; and the judges of election everywhere in the district, except under the eye and influence of Mr. Crisfield, did not care or dare or wish to prefer charges under oath, or knew none to prefer.

It is to the charges against Captain Moore, at Mr. Crisfield's polls, Princess Ann, in Somerset county, that the governor alludes when he says, "And in another district, after only one vote had been given, the polls were closed, the

judges all arrested and sent out of the county, and military occupation taken of the town."

The statement of Isaac D. Jones, (a secessionist ever since in 1832 he voted alone for secession resolutions in the Maryland legislature,) concurred in by fourteen other persons and the judges of election, but not under *oath*, goes into many details; but its substantial allegation is—

1. That Captain Moore executed order No. 53 and could not recognize the President's modification of it, because it had not been communicated to him.

Of course, in this he was right.

2. That he (Moore) challlenged Brittingham, the first voter, and required the oath to be administered to him, which the judges did, saying it was done under coercion. He took it and voted.

No loyal man will complain because the oath was required. The voter himself did not complain, for he took it and voted.

It is not said that any threat or hint of a threat was made to the judges, so that their acting under coercion is not borne out by the admitted circumstances.

The next voter was Arthur W. Crisfield, son of the candidate. Captain Moore questioned his loyalty; an animated conversation ensued; Captain Moore challenged him and demanded the oath. The judges said, "We disapprove of this mode of conducting the election; we shall never get through; we are sworn to conduct the election according to the laws of Maryland. If we are not permitted to do so, we submit to arrest."

Of course this dramatic style of language indicates invention. The judges certainly did not speak by inspiration the same words. What they really said we do not know. All we can *suppose* true is that they *declined* to administer the oath and were arrested; and that is what they say in substance. That is dramatized thus:

Captain Moore. "You refuse then to carry out the order of General Schenck?"

Judges. "We decide to obey the proclamation of the governor and the order of the President."

Now the order of the President did not forbid, but approved the oath, and the governor's proclamation, however gratuitous and unauthorized it was, did not forbid it nor say it was illegal. So the conversation is quite unintelligible.

The statement proceeds: Captain Moore *then*—that is, at the close of this conversation—arrested the judges, and said it was for refusing to obey General Schenck's order."

The judges then, that is, after their arrest, said the election was closed, and Captain Moore required them to report under arrest to him at a hotel.

Sydney C. Long, candidate for register of wills, thus states the case:

Arthur W. Crisfield was, after signifying his willingness to take the oath, interrogated by Captain Moore, and on the judges demurring to such proceedings, in a respectful manner, said vote was not taken, and they were immediately put under arrest, and the election thus arbitrarily stopped.

By the former statement, Mr. A. W. Crisfield did not express his willingness to take the oath, and the judges refused to administer the oath. This statement omits that refusal, and insinuates the vote was not taken, because the judges were arrested by Captain Moore. But the President, on the oath of these judges, ordered a military commission, presided over by General D. Tyler, a most upright and honorable gentleman, and for many years in the United States army, to try Captain Moore. That court found, on full examination of the witnesses, face to face, that the closing of the polls preceded the arrest of the judges; that Captain Moore was not guilty of transcending General Order No. 53, and that he was not guilty of hindering Arthur W. Crisfield from voting, while willing to take the oath of allegiance. Your committee have carefully inspected the record of the proceedings of the commission, and append hereto the President's order, with the findings of the commission, marked E. This disproves

the two main allegations of the persons whose clamors the governor has published. It shows that the judges were not hindered in continuing the election, but refused to conduct it, and closed the polls of their own free and petulant will, and that the military force did not break up the election, nor hinder A. W. Crisfield from voting.

But it ought further to be stated, that Captain Moore not only did not arrest the judges first, and close the polls afterwards, but after the judges had needlessly and wilfully abandoned the election, and closed the polls, Captain Moore called on the people present to choose other judges, under the law of Maryland providing for that contingency, and to proceed with the election, which they refused to do.

It is thought the whole procedure of closing the polls, and refusing to elect new judges, was arranged before the poll opened, and received the countenance of the anti-emancipation leaders. The transaction certainly bears that aspect.

It is useless to go over the jumble of unauthenticated complaints from other regions of the same county. This one has been judicially investigated, and found to be false, though brought forward by seventeen men, claimed to be truthful.

It may throw some light on the election in this county to state that in one district the secessionists armed themselves, drove the officer and men from the neighborhood of the polls, and took possession of them for the day; and that at these polls Mr. Creswell received but nine votes, out of a total vote of over 200. That in the county, while Mr. Creswell received 348 votes, and Mr. Crisfield received 691 votes, the secessionist local candidate received 834 votes, which were not cast for either candidate for Congress, but confined to the county and legislative ticket, and elected the whole of it; and the county is now represented by what is understood to be an unbroken secession delegation in the legislature, one of them under parole for his good conduct!!

We think this sufficiently illustrates the expediency of the order, the peculiar circumstances requiring it, and the entire groundlessness of the complaints of violence and outrage, published to the world, by the governor of Maryland.—They serve no purpose but to aid the enemies of the government, and to prove that the anti-emancipationists, having lost the election, lost their temper also.

The other case specially dwelt on by the governor, is that of Colonel C. C. Tevis, in Kent county. The following is his account of it:

"On the day preceding the election, the officer in command of the regiment which had been distributed among the counties of the eastern shore, and who had himself landed in Kent county, commenced his operations by arresting and sending across the bay some ten or more of the most estimable and distinguished of its citizens, including several of the most steadfast and uncompromising loyalists of the shore. The jail of the county was entered, the jailor seized, imprisoned and afterwards sent to Baltimore, and prisoners confined therein under indictment were set at liberty. The commanding officer referred to gave the first clue to the character of the disloyalty against which he considered himself as particularly commissioned, by printing and publishing a proclamation in which, referring to the election to take place the next day, he invited all the truly loyal to avail themselves of that opportunity and establish their loyalty 'by giving a full and ardent support to the whole government ticket upon the platform adopted by the Union League Convention,' declaring that 'none other is recognized by the federal authorities as loyal or worthy of support of any one who desires the peace and restoration of the Union.'

"To secure the election of that ticket seemed to be the business to which he and his officers especially devoted themselves throughout the day of election. In the statements and certificates which have been forwarded to me from different counties in that congressional district, I have been furnished, I presume, with an account of part only of the outrages to which their citizens were sub-

jected. The 'government ticket' above referred to, was, in several, if not all of these counties, designated by its color; it was a yellow ticket, and armed with that, a voter could safely run the gauntlet of the sabres and carbines that guarded the entrance to the polls, and known sympathizers with the rebellion were, as certified to me, allowed to vote unquestioned, if they would vote that ticket, whilst loyal and respected citizens, ready to take the oath, were turned back by the officers in charge without even allowing them to approach the polls."

Your committee are credibly informed that scarcely a line of this narrative gives a truthful impression of the events.

The arrest of the ten or more of the most estimable and distinguished of the citizens of Kent, which preceded the election had nothing to do with the election, and was for very different causes.

On October 31, 1863, Mr. B. H. Gardner complained in writing to Colonel Piatt, that he had been indicted and held to bail in $3,000 for enlisting negroes for the United States, called in the endictment, "*abducting slaves;*" and that "the principal actors in the affair were Jas. B. Ricaud, candidate for the State senate, Geo. Vickers, sr., Jesse H. Hines, David A. Benjamin, Colonel Edward Wilkins, William P. Francis, Thomas Baker, John D. Todd, George B. Westcott, Samuel W. Spence, and Charles Stanly."

On this complaint an order was made on the 1st of November, 1853, as follows: "Colonel Tevis will arrest the above-named men, and send them to these headquarters."

It was well known that the judge of that district is a violent secessionist, who had repeatedly prostituted the power of the judiciary into an instrument for the prosecution of loyal men; he had caused the indictment of General H. H. Goldsborough, for arresting certain traitors, though he did not dare actually to incarcerate him on his indictment; and for that and other outrages he had been arrested and sent to Fort Warren, when he was released by a mistaken clemency amounting to infatuation; and he signalized his return to the bench by a renewal of his evil practices, till the public indignation has lately compelled him to resign his judicial position.

Of course, it was not to be expected that the United States would allow a dis loyal judge to pervert the judicial machinery of the State to annul the law allowing slaves to volunteer; and the order for the arrest of the parties implicated was given.

When Colonel Tevis arrived in Kent county he learned that Medlers, Perkins, and Fisher, had been also concerned in this prosecution, and they were also arrested for that cause. All who were ar rested were sent to Baltimore on the 3d of November.

Mr. George Vickers had also written an article, published in the "Kent News," on the 26th and 31st of October, inciting the people to resist by force the enlistment of slaves, and the publisher of that paper was arrested with Vickers.

Now, to cite these arrests as the commencement of military interference with the election, and to suppress the sufficient and wholly different causes for the arrest, evinces a want of that candor which should characterize an executive communication. Other proof than a mere inuendo must connect them with the elections.

Colonel Tevis, after executing this order, issued, on the advice of the provost marshal, the proclamation of which the governor complains, and whose words he quotes, but colors with an insinuation which their meaning will not justify.

That proclamation was beyond the authority given to Colonel Tevis, but the suggestion conveyed by the governor that the military were used to enforce that proclamation is wholly without proof. It is quite certain that only fifty copies were printed; that the provost marshal declared that all of them were withdrawn and suppressed before the election, and nowhere was there the least

attempt to exclude any one from voting for the anti-emancipation or for the secession candidates; and the governor does not venture to say that any such attempt was actually made.

So soon as this proclamation was known in Baltimore, the use which would be made of it to connect it with the arrests and to assail the integrity of the election was seen, and it was instantly disapproved by the general, Colonel Tevis ordered to be arrested, and the persons who were candidates were at once returned to Kent by steamer, on the night of the 3d of November, and they arrived early on the 4th, the day of election. Mr. Ricaud now sits in the State senate from that county. They were returned, after disclaiming any share in the prosecution of Gardner, but on parole to appear for further investigation.

The statement of outrages in Kent, on which the governor relies, is signed by four persons who are considered as avowed and notorious secessionists of the county, and by nobody else—E. Couch, W. H. Pennington, Philip Medlers, and S. Comegys—all defeated secession candidates at that election. To what consideration is their statement entitled? Besides it there is nothing impeaching the election in that county. No union man has furnished the governor with any statement of facts.

But what is conclusive of itelf, is that these defeated candidates do not say that any one legal voter, who would take the oath, was hindered from voting, nor that any one person was coerced to vote against his wishes, nor that any one was hindered from approaching the polls by any threat or violence of our soldiers, or by the fear of it. Their whole complaint is that the *authority of the United States was present;* and this, to disloyal men, was grievance enough to avoid the election.

On the other hand, the report of Colonel Tevis, a loyal gentlemen, is entitled to quite as much weight as the governor's surmises and insinuations, unsupported by facts, and to vastly more weight than any statement of defeated and angry secessionists.

Colonel Tevis, in his official report, makes the following statements:

"Captain Frasier informed me that repeated threats had been made against his life, and that, unless some decided stand were taken by the military authorities, there would be serious disturbances at the polls. In consequence of this, I seized all the arms in the possession of suspected persons; private fowling-pieces were returned to their owners on the day succeeding the election, and *some four boxes of United States muskets, many of them loaded,* were sent to Baltimore. A number of cavalry sabres and revolvers were seized, later, by some of my officers, and are now in this camp awaiting your orders. From observation and report I am convinced it was the intention of the secesh and anti-government party to seize the polls and prevent the small minority of loyal men from voting; for the inhabitants of Kent county are, as a class, as truly disloyal as any of their friends actually in rebellion, and are only prevented by their isolated position, on the other side of the Chesapeake bay, from openly taking up arms against the Union."

After detailing the disposition of his force he proceeds:

"The orders to these officers were 'to carry out department General Orders No. 53 to the letter, and to avoid all violence.' In accordance with these orders the oath therein prescribed was administered to every one whose loyalty was questioned; and on that oath being taken every one was allowed to vote. Not more than six in all refused, although some were deterred from coming to the polls by the knowledge of the fact that it would be required of them. There was no disturbance of any kind at any poll, and no complaint was made to me by any one of violence or of undue exercise of authority on the part of he military, except in cases of liquor sellers, all of whose establishment ere closed by orders till after the election."

"A letter signed A. P. Thruston, Captain, &c., from department headquarters, directed me to secure, when practicable, all copies of Governor Bradford's proclamation, which was I believe widely circulated, but I saw no copy of it myself until after my return to this place. Captain Pemberton, 3d Maryland cavalry, destroyed every copy which fell into his hands.

"At the polls at Massey's Cross-roads, a Lieutenant Colonel Massey, 2d regiment Home Guards, rendered himself extremely officious by his exertions in favor of the anti-administration ticket; I found him there on my arrival, in the judges room, where he seemed to preside."

After thus disposing of the flagrant charges, it is useless to consume time in showing the worthlessness of petulent and incoherent tattle, scrawled by insignificant but virulent enemies of the nation or mere partizans disappointed of office.

There does not appear to your committee the least reason to believe that a single person was hindered from voting by the military in the 1st congressional district, who had not been engaged in the rebel service or in aiding and abetting them, nor that the judges excluded any voter who proved his citizenship by confessing its obligations under oath.

The case of Isaac J. Davis, at the 1st election district in Worcester, falls in the first category; as also Joseph C. Bush, at Salisbury, who was willing enough to take the oath, but was notoriously giving aid and comfort to the enemy by carrying the mail to and from Virginia.

The previous elections in Maryland have been so grossly misrepresented, and yet have been so decisive and throw so much light upon the last, that we think we cannot more fitly close this part of our labors than by briefly recounting them since the rebellion.

At the special election of the 24th of April, 1861, in Baltimore, the secession candidates were not opposed and received about 9,000 votes.

On the 13th of June, following, a special election was held for Congress. The question was, war or peace, which meant union or disunion.

There were no military orders nor any military interference, and none were ever pretended.

In the 6th district—

Calvert, union, received	4,467
Harris, disunion	4,305

In the 5th district—

Thomas, union, received	10,582
No opponent, but scattering votes	320

In the 4th district—

Davis, war	6,212
May, peace	8,420

In the 3d district—

Leary, union	6,702
Preston, secesh	6,200

In the 2d district—

Webster, union	7,251
No opposition, scattering votes	126

In the 1st district—

Crisfield, union	7, 181
Henry, secesh	5, 331
Aggregate	63, 597
Union vote	43, 750
Union majority	19, 841

There was no military force anywhere but in the 4th district in Baltimore city. The city was in the hands of Kane's police of the 19th of April memory; the secessionist police commissioners ruled the city, and they organized a special police of 1,900 men for the day of election, which with the 400 or 500 regular police about equalled the secessionist majority for May.

The next election was that for governor in November, 1861. Bradford was the union candidate, Howard was the disunion candidate. The only issue was union or disunion. The orders above quoted were issued, but Governor Bradford does not think them wrong; and everybody knows there was no military force used to execute them—except in Worcester county on the Virginia line.

At that election—

Bradford received	57, 498
Howard received	26, 086
The aggregate vote was	83, 584
Bradford's union majority	31, 412

Bradford's vote was the largest vote ever cast in Maryland for any candidate. His majority was greatly the largest ever received in Maryland. The aggregate vote was not so large as that at the presidential election by about 8,900, but the falling off was in Baltimore, where the secessionists in part did not vote, Bradford receiving 17,922 votes and Howard receiving 3,347, making an aggregate of 20,269, instead of 29,063 cast for the three presidential candidates.

On the great question of emancipation in Maryland, union men resolved to settle it without the aid of traitors or those who disavowed their allegiance to the United States. The anti-emancipationists, however, sought the aid of secessionists, and failed to get it except in one or two counties. Their votes, when cast at all, were cast for secessionist candidates, and not for the anti-emancipation union candidates. It is singular that *this* fact should not have silenced the complaints of the defeated unionists.

The returns from the State show that a small vote was cast everywhere; in three of the districts there was no competing candidate for Congress, and of course the vote was small, for no one doubted the result between Goldsborough and Maffit, the emancipation and anti-emancipation candidates for comptroller.

In the 5th district, however, there was a severe contest between an emancipationist, an anti-emancipationist, and a secessionist; the vote was pretty full, lacking less than a thousand of the vote in the animated contest of 1861, being about 8,000. The joint union vote was greater than the secession vote by 1,100. The secessionist had only 599 majority over the highest union candidate. The governor does not complain of the freedom of the election in *that* district being invaded.

In the first district there was also a contest, but it was between emancipation and anti-emancipation unionists. There was no secession candidate. The

election returns correspond with this state of facts. The union vote is fully out. The secession vote was not cast, except very partially, and for local county officers almost exclusively. They stood indifferent between the competing loyal candidates except in Cecil county. The returns show that the vote cast for the two union candidates was rather above the union strength formerly developed in that district.

In Caroline county the vote was—

For Crisfield (union) in 1861	973
He and Creswell got in 1863	1,330

In Queen Anne county—

Crisfield got in 1861	860
He and Creswell got in 1863	833

In Dorchester county—

Crisfield got in 1861	1,413
He and Creswell got in 1863	1,027

In Talbot county—

Crisfield got in 1861	824
He and Creswell got in 1863	729

In Worcester—

Crisfield got in 1861	1,991
He and Creswell got in 1863	1,139

(It was in this county that the judges closed one of the chief polls, and so reduced the union vote.)

In Worcester county—

Crisfield got in 1861	1,120
He and Creswell got in 1863	1,803

(In this county Creswell actually received 1,347 votes, many more than the whole Union vote in 1861.)

In Kent county—

Webster got in 1861	938
Crisfield and Creswell got in 1863	1,057

In Cecil county—

Webster got in 1861	1,697
Crisfield and Creswell got in 1863	3,807

In this county there was a coalition between the anti-emancipationists and a a part of the secessionists, which swells the aggregate.

It has already been explained that in Somerset county about 800 secessionists voted for and elected all the county officers, but would not support Mr. Crisfield in his own county, and voted for nobody for Congress or comptroller. In the face of these facts, comment is useless, and misunderstanding impossible. It is clear—

1st. That the whole union vote was thrown for the two union candidates for Congress.

2d. There is not the least proof of any undue influence exerted between the union candidates and voters by the military authority.

3d. Except in one county the secessionists did not vote for Congress to any extent, but confined themselves to local candidates or abstained from voting at all.

Your committee append to this report the proclamation of the governor of Maryland, of the third of November last, with documents thereto attached and marked F; and a copy of the proclamation of General Schenck, commander of the department, of the same date, (marked G,) accompanied by the letter of the

President of the day before. This they deem due alike to the subject and to the character of the parties concerned.

The contrast of the conduct of the governor of Delaware and of the governor of Maryland will fitly close this report.

The latter treated the order of General Schenck as an insult to the loyalty of Maryland, and an usurpation against her laws.

The former accepted the order as the best expression of the wishes of the loyal people, glad to receive aid in preserving the ballot-box from rebel votes; and added at its foot his exhortation to the good people and officers of Delaware to aid in its enforcement, and stamped his approbation by affixing the seal of State.

The legislature of Delaware, at their session in March, 1863, under the control of a political party hostile to the principles on which the present administration came into power, and acting under the passions inspired by the report of a joint committee of the two houses to take proofs of the "interference" of the federal military officers in the election in that State of the preceding year, passed a very stringent and penal act for the punishment of such interference. We append a copy of this act, marked H. The committee, in their voluminous report, seem blind to the fact that a state of things existed in Delaware not less deplorable than that which prevailed in Kentucky, and evince the same bitter hostility to the national administration, its principles and policy—a hostility not surpassed in its style of denunciation even by the rebel journals published at Richmond. The following extract will be sufficient to characterize the whole document:

"Your committee might, perhaps, with propriety here close their report, submitting the facts elicited without further comment, to the general assembly and people of the State, as conclusive of a deliberate design and purpose on the part of the leading republican politicians of the State, and an unscrupulous and despotic administration at Washington to invade the sovereignty of Delaware, and trample under foot the most sacred right of her citizens. The great indignity, however, offered to the State by the federal authorities in the invasion of her soil by federal soldiery for the purpose of influencing the result of an election, will justify the committee in expressing, in conclusion, their unqualified condemnation, both of the action of the federal administration and the traitorous conspirators among our own citizens, who, for partizan purposes alone, sought to defeat the fair expression of the popular will at the polls by the potent influence of federal bayonets.

"The relations of State and federal authority are too plainly defined by the written Constitution, that gives to the general government every power which it can rightfully exercise, and are too well understood by the people of the whole country to permit your committee, even in the exercise of the most liberal charity, to ascribe this great outrage to the ignorance and imbecility of the novices at Washington. Influenced by party considerations alone, the federal administration, disregarding the limitations upon federal power plainly written in the Constitution of the country, has been guilty before the whole country of invading one of the smallest States of the Union, not at the instance and request of the constituted authorities of the State, but at the solicitation of corrupt and unscrupulous neighborhood politicians. If this administration had done no previous wrongful act; if its history had been marked by a strict regard for constitutional obligations; if it had not unnecessarily plunged the whole country in ruinous civil war; if it had built no bastiles; deprived no man of his liberty; suspended no writs of habeas corpus; muzzled no presses, nor invaded the right of free thought and free speech, this single act of invading one of the feeblest States of the Union, for no other purpose than to determine the result of her local election, is, and ought to be, sufficient to brand it with infamy and everlasting

disgrace. Reprehensible, however, as has been the action of the powers at Washington, its criminality finds a parallel in the disgraceful, wicked, damning treachery of the ingrate conspirators in our own midst, who, with malign hearts and lying lips, assured the administration of the necessity for its interference with the domestic concerns of Delaware, and by deception and falsehood gave the excuse to irresponsible power for the outrage and wrong of which your committee complain. No language could betray their baseness. No time can efface their guilt, or remove the stigma from their memory. Your committee will, therefore, turn from objects so loathing, and leave them to the judgment of their fellow-men, objects of contempt and scorn."

It is but another instance of that blind party rage which has contributed so much to embarrass and protract the war, by giving encouragement to the insurgents, and strengthening their hopes that the internal dissensions of the loyal States will in the end insure their success and independence.

The statute of Delaware, founded upon this report, and upon the joint resolutions of the two houses of January 29, falling little short of a declaration of war against the United States, (hereto appended, marked I,) is plainly in violation of the federal Constitution. It is true it assumes to punish only such military officers as are "*citizens or inhabitants*" of that State, for having soldiers present at any voting place; but it is obvious that the State has no more authority to control such officers, or to punish them for acts done in the line of their duty, as military officers in the service of the United States, than to do the same thing to others not citizens or inhabitants of Delaware. If she can do it in the one case she may in the other; and if she can dictate what the national military forces shall not do one occasion within her limits, she may carry her pretensions to the length of excluding them entirely from her borders. It was out of just such claims of State prerogative that the principle and practice of secession and rebellion sprang. The government of the United States would be weak and contemptible indeed should it permit for a moment its military officers to be dealt with by any State, large or small, for acts done in pursuance of their duty and by the command of their superiors, especially in time of war.

On the 13th of November, 1863, General Schenck, then in command of the 8th army corps and of the middle district, embracing Delaware, issued his proclamation (appended and marked K,) prohibiting all persons from voting at the then ensuing election who had been engaged in rebellion against the government, or who had given aid and comfort or encouragement to others so engaged, or who did not recognize their allegiance to the United States.

We think this measure was justified not only by the state of disaffection notoriously existing in that State, but by the acts of hostile legislation which we have cited. Precisely the same reasons for it existed as had demanded the like proclamations of General Schofield in Missouri, General Burnside in Kentucky, and General Schenck in Maryland. And we take pleasure in adding that Governor Cannon, blessed with a clearer insight into the necessities of the times, and a clearer perception of the demands of patriotism, than the governor of Maryland seemed to possess, gave his ready aid to this proclamation, repressive only of traitors and protective of loyal men.

The committee see no necessity for such legislation as is proposed by the bill referred to them, and report the same back to the Senate, and recommend that it do not pass. All which is respectfully submitted, and the committee ask to be discharged from the further consideration of the subject.

J. M. HOWARD,
For the Committee.

A.

Anno octavo Georgii II, c. 30. [1735.]

CAP. XXX.

AN ACT for regulating the quartering of soldiers during the time of the elections of members to serve in parliament.

Whereas, by the ancient common law of this land, all elections ought to be free; and, whereas, by an act, passed in the third year of the reign of King Edward the First, of famous memory, it is commanded, upon great forfeiture, that no man by force of arms, nor by malice, or menacing, shall disturb any to make free election; and forasmuch as the freedom of elections of members to serve in parliament is of the utmost consequence to the preservation of the rights and liberties of this kingdom; and whereas, it hath been the usage and practice to cause any regiment, troop, or company, or any number of soldiers which hath been quartered in any city, borough, town, or place where any election of members to serve in parliament hath been appointed to be made, to remove and continue out of the same during the time of such election, except in such particular cases as are hereinafter specified: To the end, therefore, that the said usage and practice may be settled and established for the future, be it enacted by the king's most excellent majesty, by and with the advice and consent of the lords spiritual and temporal, and commons in parliament assembled, and by the authority of the same, That when and as often as any election of any peer or peers to represent the peers of Scotland in parliament, or of any member or members to serve in parliament, shall be appointed to be made, the Secretary at War for the time being, or in case there shall be no Secretary at War, then such person who shall officiate in the place of the Secretary at War, shall, and is hereby required, at some convenient time before the day appointed for such election, to issue and send forth proper orders in writing for the removal of every such regiment, troop, or company, or other number of soldiers, as shall be quartered or billeted in any such city, borough, town, or place where such election shall be appointed to be made, out of every such city, borough, town, or place, one day, at the least, before the day appointed for such election, to the distance of two or more miles from such city, borough, town, or place, and not to make any nearer approach to such city, borough, town, or place, as aforesaid, until one day, at the least, after the poll to be taken at such election shall be ended, and the poll-books closed.

II. *And be it further enacted by the authority aforesaid*, That in case the Secretary at War for the time being, or such person who shall officiate in the place of the Secretary at War, shall neglect or omit to issue or send forth such orders as aforesaid, according to the true intent and meaning of this act, and shall be thereof lawfully convicted upon any indictment to be preferred at the next assizes, or sessions of *oyer* and *terminer*, to be held for the county where such offence shall be committed, or on an information to be exhibited in the court of *King's Bench*, within six months after such offence committed, such Secretary at War, or person who shall officiate in the place of the Secretary at War, shall for such offence be discharged from their said respective offices, and shall from thenceforth be utterly disabled, and made incapable to hold any office or employment, civil or military, in his majesty's service.

III. *Provided, nevertheless*, That nothing in this act contained shall extend, or be construed to extend, to the city and liberty of Westminister, or the borough of Sonthwark, for and in respect of the guards of his majesty, his heirs or successors, nor to any city, borough, town, or place, where his majesty, his heirs or successors, or any of his royal family shall happen to be or reside at the time of any such election as aforesaid, for or in respect of such number of

troops or soldiers only, as shall be attendant as guards to his majesty, his heirs or successors, or to such other person of the royal family as is aforesaid; nor to any castle, fort, or fortified place, where any garrison is usually kept, for or in respect of such number of troops or soldiers only whereof such garrison is composed.

IV. *Provided, likewise,* That nothing in this act contained shall extend, or be construed to extend, to any officer or soldier who shall have a right to vote at any such election, as aforesaid, but that every such officer and soldier may freely, and without interruption, attend and give his vote at such election; anything hereinbefore contained to the contrary thereof notwithstanding.

V. *Provided, always,* That the Secretary at War, or in case there shall be no Secretary at War, then such person who shall officiate in the place of the Secretary at War, shall not be liable to any forfeiture or incapacity for not sending such order, as aforesaid, upon any election to be made of a member to serve in parliament on a vacancy of any seat there, unless notice of the making out any new writ for such election shall be given to him by the clerk of the crown in chancery or other officer making out any new writ for such election, which notice he is hereby directed and required to give with all convenient speed after making out the said writ.

B.

MILITARY INTERFERENCE WITH ELECTIONS.

I avail myself of this occasion to advert to certain events connected with our recent election which deserve your most serious consideration.

It would be much more agreeable to me to avoid all allusion to them. I cannot, however, do so consistently with my sense of what is due to the rights and honor of the State, to the office which, by the favor of its citizens, I occupy, or—I may with sincerity add—to the cause of the Union itself, in my opinion, so intimately blended with the cause of the law and Constitution, that any outrage inflicted, and especially in its name, upon them, necessarily to some extent recoils upon it.

A few days before that election a military order was issued from the army headquarters at Baltimore, which, in effect, placed the polls under the surveillance and at the command of the military authority.

I was the less prepared for any such order from the fact that, though in frequent personal communication with the military authorities of the department, I had received no intimation whatever of such a proceeding, or of any supposed necessity for it. In that part of the State against which the movement seemed to be more particularly directed, (the eastern shore,) there would seem to have been less necessity, as there certainly was less semblance of authority than elsewhere; for whilst martial law had been proclaimed upon the western shore of the State in June last, and had not been repealed up to the day of election, upon the eastern shore it had never been proclaimed at all.

You will be furnished with a copy of this order, and it is not necessary further to recite it than to state in general terms that it was to be executed by the military, aided by the provost marshals. They were to arrest voters whom they might consider disloyal approaching or hanging about the polls; a prescribed form of an oath was furnished, without taking which, no one, if challenged, could vote; and the several commanding officers were charged to report to headquarters any judge of election who should refuse to administer that oath, or to aid in carrying out that order. The President modified the first part of the order on the Monday preceding the election, but even that modification seemed

to receive no attention from those intrusted with its execution, and was, in some instances, openly disregarded.

Prominent among the provost marshals, to whom the execution of this order was in part committed, were several who were themselves candidates for important offices.

These marshals, appointed for the purpose of the militia enrolment and draft, were placed by the law creating them under the control of the provost marshal general, but to insure the right to employ them about this election order, special authority was obtained from Washington to place them, for the time being, under the orders of the military authorities.

If with these facts before me, and seeing the judges of election, sworn to conduct it according to the laws of the State, openly menaced wth arrest unless they recognized the military authority, and conducted it by the rules which that authority prescribed, I had stood silently by and failed to assure them of the protection of the State to the extent of its ability, I should have felt myself utterly unworthy of the place of its chief magistrate.

I therefore, on the Monday evening preceding the election, issued a proclamation giving them this assurance, a copy of which is herewith submitted.

Before the following morning, military orders were sent to the eastern shore directing its circulation to be suppressed, the public papers were forbidden to publish it, and an embargo laid on all the steamers in port trading with that part of the State lest they might carry it.

An attempt has been made to justify the military order, upon the ground that its only purpose was to exclude disloyal voters, who had, by their conduct, justly forfeited their franchise. An examination of the oath, however, which it prescribed, will show that, even had it emanated from undoubted authority, it could accomplish no such end.

No matter what had been the conduct of the voter, there was nothing in the oath calculated to exclude him; it had no reference to his past conduct, and every traitor who had left the State, and had but just returned from the rebel army, might have taken it with impunity. It contained only a promise for future good behaviour—a promise which, as a very slight atonement, many a rebel sympathizer might and doubtless did very readily make, whilst the loyal citizen who had stood always faithful to his allegiance would feel justly indignant at having his loyalty challenged, or being required to give any guarantee for his future conduct, or to enable him to exercise a privilege he had never forfeited.

How far it accomplished the purpose claimed for it, or how far my anticipations of the consequences of the order and the abuses to which it would lead were realized, will appear by a brief reference to some of the transactions connected with its execution. These abuses commenced even before the opening of the polls. On the day preceding the election, the officer in command of the regiment which had been distributed among the counties of the eastern shore, and who had himself landed in Kent county, commenced his operations by arresting and sending across the bay some ten or more of the most estimable and distinguished of its citizens, including several of the most steadfast and uncompromising loyalists of the shore. The jail of the county was entered, the jailor seized, imprisoned, and afterwards sent to Baltimore, and prisoners confined therein under indictment were set at liberty. The commanding officer referred to gave the first clue to the character of the disloyalty against which he considered himself as particularly commissioned by printing and publishing a proclamation, in which, referring to the election to take place next day, he invited all the truly loyal to avail themselves of that opportunity, and establish their loyalty "by giving a full and ardent support to the whole government ticket upon the platform adopted by the Union League Convention," declaring that

"none other is recognized by the federal authorities as loyal or worthy of support of any one who desires the peace and restoration of the Union."

To secure the election of that ticket seemed to be the business to which he and his officers especially devoted themselves throughout the day of election. In the statements and certificates which have been forwarded to me from different counties in that congressional district, I have been furnished, I presume, with an account of part only of the outrages to which their citizens were subjected. The "government ticket" above referred to was in several, if not all of these counties, designated by its color; it was a yellow ticket, and armed with that, a voter could safely run the gauntlet of the sabres and carbines that guarded the entrance to the polls, and known sympathizers with the rebellion were, as certified to me, allowed to vote unquestioned if they would vote that ticket, whilst loyal and respected citizens, ready to take the oath, were turned back by the officers in charge without even allowing them to approach the polls.

In one district, as appears by certificate from the judge, the military officer took his stand at the polls before they were opened, declaring that none but "the yellow ticket" should be voted, and excluded all others throughout the day. In another district a similar officer caused every ballot offered to be examined, and unless it was the favored one the voter was required to take the oath, and not otherwise; and, in another again, after one vote only had been given the polls were closed, the judges all arrested and sent out of the county, and military occupation taken of the town.

But I will not detain you with a recapitulation of all the abuses that these statements disclose. I have caused copies of them to be transmitted to you, and they cannot fail to arrest your attention. They present a humiliating record, such as I had never supposed we should be called upon to read in any State, still less in a loyal one like this. Unless it be indeed a fallacy to suppose that any rights whatever remain to such a State, or that any line whatever marks the limit of federal power, a bolder stride across that line that power never made, even in a rebel State, than it did here on the fourth of last November.

A part of the army, which a generous people had supplied for a very different purpose, was on that day engaged in stifling the freedom of election in a faithful State, intimidating its sworn officers, violating the constitutional rights of its loyal citizens, and obstructing the usual channels of communication between them and their executive.

If I have deprecated such proceedings, I have been actuated in so doing scarcely more by the sense of what was due to the laws and constitution of the State than by a regard for the safety and success of the Union, and the maintenance of that popular respect for and confidence in its constituted authorities, so important to the triumph of the great cause they have in charge. The moral influence of such sentiments is worth, to those administering the government, far more than any results of an election where such proceedings are tolerated. But notwithstanding their occurrence, I trust and believe they will never cause you to forget your duty to your country, cool your ardent devotion to the Union, lead you to feel the slightest sympathy with those who have assailed it, or to seek a fellowship with them that do.

Major General Dix, when in command of this department, at the time of the election in 1861, and when, too, rebellion was backed by its organized supporters in our very midst, took the true and statesmanlike view of the policy proper for such an occasion when, in directing his provost mashal, he said, that whilst there was no difficulty in controlling Maryland by force, that this was not what was wanted, but that we wished to control it by the power of opinion, and that to satisfy the country that the people were on our side, we must leave them to an unbiassed expression of their wishes. They were left to that unbiassed expression, and such was its character, that I had supposed no one would still require evidence of their loyalty.

General Dix was even appealed to by some of the judges of election to authorize an oath to voters of doubtful loyalty, and although it appears from the tenor of his reply that the oath suggested was nothing more than an oath to support the Constitution of the United States, he refused to order it, saying to them, among other things, "*the constitution and laws of Maryland provide for the exercise of the elective franchise by regulations with which I have no right to interfere.*"

A copy of this letter, dated November 1, 1861, and addressed to the judge of an election district of Carroll county, is herewith communicated, and commended to your attention.

Had the department commander who issued the recent order taken the same view of his duty, it would, in my opinion, have been a fortunate conclusion of his military administration, which had been previously distinguished by marked ability and success.

So far, however, as concerns those more immediately connected with the preparation of that order, it will doubtless appear, should its unwritten history be ever published, that the commanding general deserved less censure than those who instigated it, and to whose influence he probably yielded the more readily, as such instigations came partly from our own citizens. Such a consideration, however, is by no means calculated to diminish the danger of such a precedent. If men, interested in accomplishing certain political results, can by any influence enlist in their behalf such a tremendous instrument of power as was here employed, no election will probably ever occur in which the same means will not be again attempted.

You will perceive, by several of the communications I have received on this subject, that I have been appealed to to withhold commissions or certificates of election in districts where these abuses were practiced. I possess, however, no such power, my duty in the premises being simply a ministerial one, consequent upon the official returns of the judges of election. So frequent were the applications to me to this effect that I deemed it a proper subject for legal advice, and having consulted the Hon. Reverdy Johnson, he forwarded to me a written opinion, sustaining the views I had entertained, and a copy of which is herewith furnished.

It becomes you to consider whether there is any remedy within your power by which such proceedings may be in any degree restrained.

The Constitution declares that all elections shall be by ballot, and I would earnestly recommend that you secure the benefit of that provision by an effectual prohibition of all such marks upon the ballot as are calculated to expose its contents, or to distinguish one ballot from another. If, by the use of colored paper or other means of designation, such exposure is effected, the whole object of the constitutional requirement is defeated.

Again, if that provision of our law, which has so long existed and been so universally considered as one of the safeguards of free elections, which forbids the mustering of armed troops in the neighborhood of the polls, be indeed no longer admissible or appropriate to our condition, it should be repealed, otherwise you will see the propriety of adopting some provision which shall, if possible, cause it to be respected. It might probably be accomplished by requiring the judges of election to certify in their return that no military or other armed force had appeared at the place of voting or interfered in the election, and making such certificate a condition to any executive action thereon.

C.

General Orders No. 53.

HEADQUARTERS, MIDDLE DEPARTMENT, 8TH ARMY CORPS,
Baltimore, Maryland, October 27, 1863.

It is known that there are may evil disposed persons, now at large in the State of Maryland, who have been engaged in rebellion against the lawful government, or have given aid and comfort or encouragement to others so engaged, or who do not recognize their allegiance to the United States, and who may avail themselves of the indulgence of the authority which tolerates their presence to embarrass the approaching election, or, through it, to foist enemies of the United States into power. It is therefore ordered:

I. That all provost marshals and other military officers do arrest all such persons found at, or hanging about, or approaching any poll or place of election on the 4th of November, 1863, and report such arrest to these headquarters.

II. That all provost marshals and other military officers commanding in Maryland shall support the judges of election on the 4th of November, 1863, in requiring an oath of allegiance to the United States, as the test of citizenship of any one whose vote may be challenged on the ground that he is not loyal, or does not admit his allegiance to the United States, which oath shall be in the following form and terms:

I do solemnly swear that I will support, protect, and defend the Constitution and government of the United States against all enemies, whether domestic or foreign; that I hereby pledge my allegiance, faith, and loyalty to the same, any ordinance, resolution, or law, of any State convention, or State legislature, to the contrary notwithstanding; that I will at all times yield a hearty and willing obedience to the said Constitution and government, and will not, either directly or indirectly, do any act in hostility to the same, either by taking up arms against them, or aiding, abetting, or countenancing those in arms against them; that, without permission from the lawful authority, I will have no communication, direct or indirect, with the States in insurrection against the United States, or with either of them, or with any person or persons within said insurrectionary States; and that I will in all things deport myself as a good and loyal citizen of the United States. This I do in good faith, with full determination, pledge and purpose to keep this, my sworn obligation, and without any mental reservation or evasion whatsoever.

III. Provost marshals and other military officers are directed to report to these headquarters any judge of an election who shall refuse his aid in carrying out this order, or who, on challenge of a vote being made on the ground of disloyalty or hostility to the government, shall refuse to require the oath of allegiance from such voter.

By order of Major General Schenck.

W. H. CHESEBROUGH,
Lieutenant Colonel and Assistant Adjutant General.

Official:

W. M. ESTÉ
Major and Aide-de-Camp.

General Orders No. 55.

HEADQUARTERS, MIDDLE DEPARTMENT, 8TH ARMY CORPS,
Baltimore, Maryland, November 2, 1863.

Paragraph I. of General Orders No. 53, from these headquarters, is modified so as to read as follows:

I. That all provost marshals and other military officers do prevent all dis-

turbance and violence at or about the polls, whether offered by such persons as above described, or by any other person, or persons, whomsoever.

By command of Major General Schenck.

WILLIAM H. CHESEBROUGH,
Lieutenant Colonel and Assistant Adjutant General.

Official:

——— ———, *A. D. C.*

D.

No commissioned or non-commissioned officer, having the command of any soldier or soldiers quartered or posted in any district of any county in this State, shall muster or embody any of the said troops, or march any recruiting party within the view of any place of election, during the time of holding said election, under the penalty of one hundred dollars. This section not to apply to the city of Baltimore.

E.

COPY OF ORDER.

Major General Schenck will put on trial before a military commission Captain Moore, mentioned within, for having transcended general order No. 53, in arresting the judges of elections, and for having hindered Arthur Crisfield from voting, notwithstanding his willingness to take the oath in said order prescribed. Let honorable John W. Crisfield be notified of time and place, and witnesses, named by him as well as by Captain Moore, be examined. Let time and place be reasonably convenient to witnesses, and full record kept and preserved.

A. LINCOLN.

REPORT.

The commission, in accordance with instructions from the President, convened by special order No. 316, of middle department, for the purpose of investigating and reporting upon the conduct of Captain C. C. Moore, company A, 3d Maryland cavalry, while engaged in carrying out department General Order No. 53, in Somerset county, Maryland, after a careful consideration of facts, reports as follows:

The instructions from the President demand an investigation into the conduct of Captain Moore, of 3d Maryland cavalry, for having transcended General Order No. 53, in arresting the judges of election, and "for having hindered Arthur Chrisfield from voting, notwithstanding his willingness to take the oath of allegiance." These instructions are indorsed upon certain statements, made up of affidavits and editorials from the Somerset Herald of November 10, 1863, and from the complaints or indictment, in response to which the President calls for an investigation. A careful reading of this complaint, however, by the commission, leads to the conclusion that the parties making it complain, not that the order No. 53 was transcended by the officer referred to, but that such an order was issued and sought to be enforced by the general commanding the middle department.

Being guided by the instructions of the President, however, rather than the complaint upon which they are indorsed, the commission inquired: first, did Captain Moore transcend order No. 53, and secondly, did he hinder Arthur Chrisfield from voting under the restrictions of that order.

By reference to order No. 53, it will be found that the duty of Captain Moore was to prevent disloyal persons from voting, and by his presence and that of his men preserve order at the polls. If any judge of an election

refused to administer the oath of allegiance to a voter, challenged upon th ground of disloyalty, such judge was to be reported by the officer to headquarters. It is claimed that Captain Moore, instead of taking this course, arrested the judges.

Before calling witnesses on either side, the commission, keeping in mind the instructions of the President, which recognize the property and validity of General Order No. 53, gave the complaint a careful examination. In that the commission found the following statement made by the judges of election.

"Mr. A. Chrisfield was repeating the same reply as that to the former question, when Captain Moore turned to the judges and said, "Administer the oath to him." Mr. Pints, one of the judges, then arose and said, "We disapprove of this mode of conducting the election—it is impossible to conduct it in this way; we should never get through; we are sworn to conduct the election according to the laws of Maryland, and if we are not permitted to do so, we submit to arrest.

"Captain Moore. You refuse then to carry out the order of General Schenck, Mr. Pints.

"We decide to obey the proclamation of the governor and the order of the President."

If this statement is correct, it would seem that these judges, rather than administer the oath to voters challenged for disloyalty, in accordance with General Order No. 53, determined to have no election whatever, and so closed the polls by a surrender and request to be arrested. This statement, too, disposes of the charge against Captain Moore, that he hindered Arthur Chrisfield from voting, while willing to take the oath of allegiance, for at the moment Captain Moore called upon the judges to administer the oath, the judges announced their intention to close the polls by, as they term it, a surrender rather than conduct an election in that manner. Keeping in mind that the parties complaining base their charges upon the fact that armed soldiers were at the polls and interfered under an order which imposed a test to voters, not found in the laws of Maryland, these affidavits are to be considered as consistent, well taken, and to the point. If, on the other hand, the commission is to remember that order No. 53, issued by the general commanding and sanctioned by the President, was legal and proper, as applied to districts where the large rebel element would enable the enemies of the government to control the elections, the affidavits seem to answer the complaint and make a further investigation useless. Captain Moore arrested the judges, not for declining to administer the oath, but for refusing to go on with the election—an entirely different case from that contemplated by general order No. 53—and he could not be said to hinder Arthur Chrisfield from voting, when the election was interrupted at the moment Captain Moore called upon the judges to administer the oath and accept the vote.

The commission is impressed with the belief that this course, put in action almost at the opening of the polls, was preconcerted by the actors, and gotten up for the purpose of testing the validity of General Order No. 53; and having made their case, the parties interested hastily put an end to further voting. It was well known that by the laws of Maryland, when judges, by death, resignation, or any other cause, fail to act, the voters about the polls may elect others and proceed with the election, and as it appears from the evidence, although Captain Moore called upon them to exercise this right, no such attempt was made. A significant fact, further satisfying the commission that the supposition above stated is correct.

As this view of the transaction, so conclusive to the commission, seem to have escaped the President, the court called for witnesses from both sides, and proceeded to a careful investigation.

The first point, and perhaps the only one, was, did Captain Moore arrest the judges previous to their closing the polls, or was this act of the military subse-

quent? If it preceded the closing of the polls, Captain Moore certainly transcended his orders. If, however, the arrrest followed the closing the polls, the men arrested had ceased to be judges of an election, and might be arrested upon charges of disloyalty as any other citizen open to such imputation.

As in all instances of violence, when excited feelings in great measure control the judgment and influence the memory, the evidence is conflicting. By reference to the evidence, the commission finds:

Statement of Isaac D. Jones.—Mr. Pints: "We decide to obey the proclamation of the governor, and the order of the President." Captain Moore then arrested the judges and said, "the arrest is for refusing to obey the order of General Schenck." The judges then said the election was closed, &c.

Contradiction.—1. Captain More, page 9 of record: "They were not arrested, nor interfered with any further than by the questions put to the said voter No. 2, until they declared the polls closed and refused to act."

2. Sergeant John N. White, page 14 of record, arrest of judges: "He (Captain Moore, meaning) made the arrest after the judges had closed the election."

"I heard the judges declare the election closed."—*Questions and answers.*

"One of the judges started to read the oath to him, (2d voter,) and the other judges said the election was through and the polls closed."—*Page* 15.

3. Faivar Massey, page 17, of record: "They (the judges) were arrested afterwards. The captain told them that they need not quit if they obeyed General Schenck's orders, and they said they would go as prisoners first."

William J. Brittingham, page 40: "It was made at the time. They were simultaneous acts."

Page 41. The judges refused to conduct the election under order No. 53, and then followed the arrest made by Captain Moore, &c.

The return of the judges of election for Princess Anne.—"But when the second voter presented his ballot, the said Captain Moore challenged the voter and began a series of questions, as with voter's political opinions, &c., thereby delaying and obstructing the progress of the election. Before our objecting to such a course on the part of Captain Moore, and *intimating* our refusal to allow the election to be conducted in such a manner, we were arrested by Captain Moore, and sent under military guard to the town of Salisbury, where we were imprisoned in the guard-house, at the military camp, by Levin D. Collier, department provost marshal for Somerset county, *and by reason* of the said arrest and imprisonment we were *prevented from further holding the said election,*" &c.

Contradictions.—Captain C. C. Moore, pages 8 and 9 of record: "But when the 2d voter presented himself, he was found to be a man who had been represented to me as being disloyal, and one who had discouraged enlistments in his town, and after my asking him a few questions to ascertain whether I had been informed correctly or not, *the judges closed the polls, and refused to carry on the election. They were not disturbed with, nor arrested,* &c. * * * *until they declared the polls closed and refused to act,*" &c.

The arrest.—Same, page 13, record: 2. "By the authority of General Order No. 53, as being disloyal persons and found at the polls, who, by their actions, were creating a disturbance."

3. Sergeant John White, page 14, record: "He (Captain Moore) made the arrest *after* the judges *had closed the election.*"

4. The same, page 15, record: "No, sir; one of the judges started to read the oath to him, (2d voter,) and the other judges said the election was through and the polls closed."

5. Faivar George W. Massey, page 17, record: "They (the judges) were arrested afterwards, (closing of the polls.) The captain told them that they need not quit if they obeyed General Schenck's order, and they said they would go as prisoners first."

6. Mr. J. Brittingham, page 40, record: "It (the arrest) was made at the time (closing of election by judges.) They were simultaneous acts."

Page 41, record: "The judges refused to conduct the election under order No. 53, and then followed the arrest made by Captain Moore, &c., &c., &c.

7. William H. Fisher, one of the judges, pages 43 and 44: "I suppose it (the arrest) was for disobeying the captain's orders." "They (his orders) were General Orders 53, headquarters middle department." "We (the judges) discarded that order No. 53, &c., and obeyed the proclamation of the governor."

"There was no formal closing of the polls. While we were yet sitting as judges, the captain ordered us to obey order No. 53, or become his prisoners. We refused to obey that order and were arrested.

After a careful consideration of this evidence, the commission is of an opinion that the closing of the polls by the judges preceded their arrest; and whatever may have been the reason given by Captain Moore, the fact remains that it was not judges he seized, but citizens who had abandoned their posts as officers. If any doubt remains, that doubt is removed by their formal announcement made at the time, and subsequently reduced to writing, sworn to, and published; that they could not and would not conduct the election in accordance with General Order No. 53. The commission therefore finds:

1st. That Captain C. C. Moore is not guilty of transcending General Order No. 53, in the arrest of James M. Dryden, John C. Pints, and Thomas H. Fisher.

2d. That Captain C. C. Moore is not guilty of hindering Arthur Chrisfield from voting, while willing to take the oath of allegiance.

DANIEL TYLER,
Brigadier General Volunteers and President.

JOHN O. CRAVENS,
A. A. G., Judge Advocate.

F.

STATE OF MARYLAND, EXECUTIVE DEPARTMENT,
Annapolis, November 2, 1863.

PROCLAMATION BY THE GOVERNOR.

To the citizens of the State, and more especially to the judges of election:

A military order, issued from the headquarters of the middle department, bearing date the 27th ultimo—printed and circulated, as it is said, through the State, though never yet published here, and designed to operate on the approaching election—has just been brought to my attention, and is of such a character, and issued under such circumstances, as to demand notice at my hands.

This order, reciting "that there are many evil-disposed persons now at large in the State of Maryland who have been engaged in rebellion against the lawful government, or have given aid and comfort or encouragement to others so engaged, or who do not recognize their allegiance to the United States, and who may avail themselves of the indulgence of the authority which tolerates their presence to embarrass the approaching election, or, through it, to foist enemies of the United States into power," proceeds, among other things, to direct "all provost marshals and other military officers to arrest all such persons found at, or hanging about, or approaching any poll or place of election on the 4th of November, 1863, and to report such arrests to these headquarters."

This extraordinary order has not only been issued without any notice to, or consultation with, the constituted authorities of the State, but at a time and

under circumstances when the condition of the State and the character of the candidates are such as to preclude the idea that the result of that election can in any way endanger either the safety of the government or the peace of the community.

It is a well known fact that with, perhaps, one single exception, there is not a congressional candidate in the State whose loyalty is even of a questionable character, and in not a county of the State, outside of the same congressional district, is there, I believe, a candidate for the legislature or any State office whose loyalty is not equally undoubted. In the face of this well known condition of things, the several classes of persons above enumerated are not only to be arrested *at*, but "approaching any poll or place of election."

And who is to judge whether voters thus on their way to their place of voting have given "aid, comfort, or encouragement" to persons engaged in the rebellion, or that they "do not recognize their allegiance to the United States," and may avail themselves of their presence at the polls "to foist enemies of the United States into power?" As I have already said, in a very large majority of the counties of the State there are not to be found among the candidates any "such enemies of the United States," but the provost marshals—created for a very different purpose—and the other military officials who are thus ordered to arrest approaching voters, are necessarily made by the order the sole and exclusive judges of who fall within the prescribed category; an extent of arbitrary discretion under any circumstances the most odious, and more especially offensive and dangerous in view of the known fact that two, at least, of the five provost marshals of the State are themselves candidates for important offices, and sundry of their deputies for others.

The military order, therefore, is not only without justification, when looking to the character of the candidates before the people, and rendered still more obnoxious by the means appointed for its execution, but is equally offensive to the sensibilities of the people themselves and the authorities of the State, looking to the repeated proofs they have furnished of an unalterable devotion to the government. For more than two years past there has never been a time when, if every traitor and every treasonable sympathizer in the State had voted, they could have controlled, whoever might have been their candidate, a single department of the State, or jeopardized the success of the general government. No State in the Union has been or is now actuated by more heartfelt or unwavering loyalty than Maryland—a loyalty intensified and purified by the ordeal through which it has passed; and yet, looking to what has lately transpired elsewhere, and to the terms and character of this military order, one would think that in Maryland, and nowhere else, is the government endangered by the "many evil-disposed persons" that are now at large.

Within less than a month the most important elections have taken place in two of the largest States of the Union; in each of them candidates were before the people charged by the particular friends of the government with being hostile to its interests, and whose election was deprecated as fraught with the most dangerous consequences to its success. One of the most prominent of these candidates was considered so dangerously inimical to the triumph of the national cause that he has been for months past banished from the country, and yet hundreds of thousands of voters were allowed to approach the polls and to attempt to "foist" such men into power, and no provost marshals or other military officers were ordered to arrest them on the way, or, so far as we have heard, even test their allegiance by any oath.

With these facts before us, it is difficult to believe that the suggestion that the enemies of the United States may be foisted into power at our coming election, was the consideration that prompted this order; but whatever may have been that motive, I feel it to be my duty to solemnly protest against such an

intervention with the privileges of the ballot-box, and so offensive a discrimination against the rights of a loyal State.

I avail myself of the occasion to call to the particular attention of the judges of election that they are, on the day of election, clothed with all the authority of conservators of the peace, and may summon to their aid any of the executive officers of the county, and the whole power of the county itself, to preserve order at the polls, and secure the constitutional rights of the voters.

It is also made their "especial duty" to give information to the State's attorney for the county of all infractions of the State laws on the subject of elections, and by these laws it is forbidden to any "commissioned or non-commissioned officers, having command of any soldier or soldiers quartered in any district of any county of the State, to muster or embody any of said troops, or march any recruiting party, within the view of any place of election during the time of holding said election."

I need not, I am sure, remind them of the terms of the oath they are required to take before entering upon their duties, and according to which they swear to "permit all persons to vote who shall offer to poll at the election, &c., who, in *their judgment, shall, according to the directions contained in the constitution and laws, be entitled to poll at the same election,* and not to permit any person to poll at the same election who is not in their judgment qualified to vote as aforesaid."

It is the *judgment of the judges of election* alone, founded upon the provisions of the constitution and laws of the State, that must determine the right to vote of any person offering himself for that purpose. I trust and believe that they will form that judgment and discharge their duty as their conscientious convictions of its requirements under the solemn obligations they assume shall dictate, undeterred by any order to provost marshals to report them to "headquarters."

Whatever power the State possesses shall be exerted to protect them for anything done in the proper execution of its laws.

Since writing the above I have seen a copy of the President's letter to the chairman of the Union State central committee, bearing the same date with the order, and evidently showing that the order was unknown to him; that it would not have been approved by him if he had known it, and that it was therefore all the more reprehensible.

A. W. BRADFORD.

By the governor:
WILLIAM B. HILL,
Secretary of State.

After the above was in print, at 3 o'clock this afternoon, I received from the President the following despatch:

"I revoke the first three propositions in General Schenck's General Order No. 53, not that it is wrong in principle, but because the military being, of necessity, exclusive judge as to who shall be arrested, the provision is liable to abuse. For the revoked part I substitute the following:

"That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described or by any other person or persons whomsoever. The other two propositions are allowed to stand. My letter at length will reach you to-night."

"A. LINCOLN."

Whilst this modification revokes the authority of provost marshals and military officers to arrest the classes of persons enumerated in the preamble to the order, "found at or hanging about or approaching any poll or place of election," it directs them to prevent all violence or disturbance about the polls, &c.

To meet such disturbances the judges of election, as I have already stated, are clothed with ample powers, and I had received no previous intimation that there were any reasons to apprehend any disturbance of any kind at the polls on the day of election. In the absence of any military display there would certainly seem to be as little cause for such apprehensions as ever before existed. A preparation by the government by military means to provide for such a contingency will be quite as likely to provoke as to subdue such a disposition.

Not only so, but the military thus required to prevent violence or disturbance about the polls must necessarily be empowered to arrest the parties they may charge with such disorder, and they are still left in effect "the exclusive judges as to who shall be arrested"—a power they may as readily abuse as any other.

I regret, therefore, that I can perceive no such change in the general principles of the order as to induce me to change the aforegoing proclamation.

A. W. BRADFORD.

BALTIMORE, *Monday evening, Nov.* 2, 1863.

True copy.

W. H. CHESEBROUGH,
Lieutenant Colonel and Assistant Adjutant General.

Copy of indorsement on a communication from Lieutenant Colonel C. C. Tevis, commanding 3d Maryland cavalry, dated at Camp Schenck, November 6, 1863, *in which he makes a statement in regard to the course of action pursued by him while on the Eastern Shore of Maryland, and requests to be relieved from arrest and restored to his command.*

HEADQUARTERS MIDDLE DEPARTMENT, 8TH ARMY CORPS,
Baltimore, Maryland, November 9, 1863.

The within explanation and report having been submitted with permission by Colonel Tevis, under arrest and restored to duty—

The general commanding remarks that Colonel Tevis appears to have acted himself in good faith and from a sense of duty, but to have been misled by the bad course and instructions of Captain Frazier, provost marshal of the first congressional district of Maryland, who framed the order issued by him, and perhaps also by the mistaken advice of other over-zealous persons. But Colonel Tevis should have understood that the whole scope and purpose of General Orders 53 and 55, and of accompanying instructions, was to prevent disloyal persons from voting and to suppress disturbances at the polls. The only test of loyalty prescribed was the oath of allegiance embodied in General Order No. 53. No directions were given to interfere with candidates, as such, nor with voters because of their supporting any particular ticket, nor was any such interference contemplated or intended to be sanctioned by the general commanding. The idea of a "government ticket" was only with Colonel Tevis or the provost marshal, Frazier, and other indiscreet or bad advisers, and was not put forth from these headquarters. Colonel Tevis's printed order was therefore wholly unauthorized and wrong.

The general commanding directs that a copy of this indorsement be furnished to Colonel Tevis, and also that a copy of the same be sent, duly certified, to Major H. L. Jeffries, assistant provost marshal general for the States of Maryland and Delaware.

By command of Major General Schenck.

W. H. CHEESEBROUGH,
Lieutenant Colonel and Assistant Adjutant General.

Official:

W. H. CHEESEBROUGH.
Lieutenant Colonel and Assistant Adjutant General.

General Order.

HEADQUARTERS DISTRICT OF DELAWARE, MIDDLE DEPARTMENT,
Wilmington, Delaware, November 15, 1863.

The following instructions have been received from the general commanding, and will be strictly and carefully observed by all detachments of officers and soldiers within the "district of Delaware," while carrying out the provisions of department General Orders No. 59, during the election to be held on the 19th instant:

"Every officer or non-commissioned officer in command of a detachment will be held strictly accountable for the good conduct and obedience of the men in his charge.

"Officers and soldiers must be strictly sober, and, while preventing disturbance by others, must avoid all disturbance themselves, and are required not to hang around the polls, nor engage in political discussions.

"It will be borne in mind that the whole object of the order of the commanding general is to preserve peace at the places of voting, to sustain the judges or inspectors of election, to protect loyal voters, and to prevent from voting disloyal and traitorously disposed persons, who refuse to take the oath of allegiance.

"In enforcing paragraph one of the General Order, to prevent violence and disturbance at the polls, care will be taken that disloyal citizens of other States do not, as it is apprehended they will attempt to do, intrude themselves at the places of voting, and endeavor to intimidate the lawful and loyal voters of Delaware.

"DANIEL TYLER,
"*Brigadier General Commanding.*

"Official.

"WILLIAM H. CHEESEBROUGH,
"*Lieutenant Colonel and A. A. G.*"

G.

TO THE LOYAL PEOPLE OF MARYLAND.

HEADQUARTERS MIDDLE DEPARTMENT, 8TH ARMY CORPS,
Baltimore, Maryland, November 3, 1863.

A very extraordinary proclamation was issued last evening by his excellency, A. W. Bradford, governor of Maryland, in relation to General Order No. 53, from these headquarters. I will not presume, with my knowledge of Governor Bradford, that that proclamation was designed to produce collision between the military power and the citizens who may be assembled at the polls to vote at the election to-morrow; but I cannot doubt that its obvious tendency is to invite and suggest such disturbance. When that proclamation came to my knowledge, late last night, I felt it my duty to take measures for restricting, as far as possible, its circulation in those parts of the State to be most affected by it, until there could go out with it the letter of the President of the United States on the subject, written yesterday to Governor Bradford, a copy of which I have now obtained.

I will make for myself but one or two comments on the proclamation.

The intimation of the governor, that my order might have been prompted by some other consideration than patriotic purpose or official duty, is unworthy of reply, and unworthy of him. He knows, and the people of Maryland and of this military department know, how single, and earnest, and constant, has been my aim to avoid all side influences, and to keep in view, and act steadily upon, the idea of maintaining the just authority of the national government against disloyalty in all its forms, and for the general good only.

It was in this spirit that I issued the general order in question. Its principle

purpose is to prevent traitorous persons from controling, in any degree, by their votes, or taking part in the coming election. The order is not aimed at candidates, either individually, or as a class, as the governor would presume. Neither is it aimed at, nor can it by any proper interpretation, in any way, interfere with the rights of loyal voters. It is only framed and intended to exclude from a voice in the election of those who are to administer the affairs either of the national government, or of this loyal State, such individuals as are hostile to that government of which Maryland is a part. Will any good citizen pretend that the exclusion of such persons is not a wise and wholesome protection due to those who adhere to and sustain the Constitution and lawful authority? And it is clearly not a hardship, to be complained of by the individual challenged for such disqualification, when he is permitted to purge himself by his own oath of allegiance to the government, in the management of which he claims a share.

Governor Bradford himself, cannot appreciate more highly than I do, the sterling loyalty of the great majority of the people of Maryland, but he must know, as I do, that there still remains at large, from forbearance of the government authorities, a very considerable number who are more or less actively engaged in aiding and encouraging rebels in arms. Even in his proclamation he admits the existence of such prevailing disloyalty in the counties of at least one of the congr ssional districts.

But my General Order was only put fourth after the receipt, through all the last month, of a great number of letters, petitions, and appeals in person, from respectable and loyal citizens, throughout the southern part of the State particularly, on both sides of the bay, imploring the issuing of such an order. I have only failed in complying with this request, by making its provisions less stringent than justice and fairness to loyal citizens seemed to them to demand.

I will add only, to show with what anxiety I have sought, on this occasion, to secure peace and good order at the polls, that officers intrusted with this duty have, in every instance, been furnished with written or printed instructions, of which the following is one clause:

"The officers and men are to be cautioned not to commit or permit any unlawful violence. They must not enter into political discussions, and are to remember, that while protecting the polls from rebel sympathizers, they are conservators of the peace, and are there to support the judges of election." Even Governor Bradford could scarcely object to this. I now repeat to the provost guards that instruction, and enjoin upon them, that while they enforce the observance of the General Order firmly and faithfully, as directed, they do it in every respect discreetly and temperately.

I append copies of the president's letter, and of the General Order, as modified.

ROBERT C. SCHENCK,
Major General Commanding.

Reply of President Lincoln to Governor Bradford.

WAR DEPARTMENT, *Washington, November* 2, 1863.

SIR: Yours of the 31st ultimo was received yesterday about noon, and since then I have been giving most earnest attention to the subject matter of it. At my call General Schenck has attended, and he assures me it is almost certain that violence will be used at some of the voting places on election day, unless prevented by his provost guards. He says that at some of those places the Union voters will not attend at all or run a ticket unless they have some assurance of protection. This makes the Missouri case of my action, in regard to which you express your approval.

The remaining point of your letter is a protest against any person offering to vote being put to any test not found in the laws of Maryland. This brings us to a difference between Missouri and *Maryland. With* the same reason in both

States, Missouri has, by law, provided a test for the voter with reference to the present rebellion, while Maryland has not. For example, General Trimble, captured fighting us at Gettysburg, is, without recanting his treason, a legal voter by the laws of Maryland. Even General Schenck's order admits him to vote, if he recants upon oath. I think that is cheap enough. My order in Missouri, which you approve, and General Schenck's order here, reach precisely the same end. Each assures the right of voting to all loyal men, and whether a man is loyal each allows that man to fix by his own oath. Your suggestion that nearly all the candidates are loyal I do not think quite meets the case. In this struggle for the nation's life, I cannot so confidently rely on those whose election may have depended upon disloyal votes. Such men, when elected, may prove true, but such votes are given them in the expectation that they will prove false. Nor do I think that to keep the peace at the polls, and to prevent the persistently disloyal from voting constitutes just cause of offence to Maryland. I think she has her own example for it. If I mistake not, it is precisely what General Dix did when your excellency was elected governor. I revoke the first of the three propositions in General Schenck's General Order No. 53, not that it is wrong in principle, but because the military being, of necessity, exclusive judges as to who shall be arrested, the provision is liable to abuse. For the revoked part I substitute the following:

That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described, or by any other person or persons whatsoever.

The other two propositions of the order I allow to stand. General Schenck is fully determined, and has my strict order besides, that all loyal men may vote, and vote for whom they please.

Yonr obedient servant,

A. LINCOLN,
President of the United States.

His Excellency A. W. BRADFORD,
Governor of Maryland.

H.

STATE OF DELAWARE.

CHAPTER 326.

AN ACT to secure the freedom of elections in this State.

Whereas the constitution of this State declares that "all elections shall be free and equal," and whereas the freedom of elections and the free enjoyment of the right of suffrage according to the constitution and laws of the State are essential to the enjoyment of public liberty; and whereas, evil disposed persons did cause armed soldiers to be brought into this State and to be present at different voting places in the State on the day of the last general election, and a free election was thereby prevented; and whereas, it is proper that a repetition of so grave an offence against the peace and dignity of the State shall be prevented. Therefore—

SEC. 1. *Be it enacted by the senate and house of representatives of the State of Delaware, in general assembly met,* That if any person, being a citizen or inhabitant of this State, shall send or cause to be sent, bring or cause to be brought, into this State, or shall aid, abet, procure, advise, counsel, or in any manner assist in sending or bringing into this State any armed soldier or soldiers, to be present at any voting place in this State, or within five miles thereof, on the day of any general, special, or other election hereafter to be holden in this State, or shall aid, abet, procure, advise, counsel, or in any manner assist the presence or attendance of any armed soldier or soldiers at any such voting place, or within five miles thereof, on any such election day, every person so offending shall

be guilty of felony, and upon conviction thereof by indictment, shall forfeit and pay to the State a fine not less than one thdusand dollars and not more than ten thousand dollars, and shall be imprisoned for a term not less than one nor more than five years, and shall forever thereafter be incapable of exercising the right of suffrage in this State,

SEC. 2. *Be it further enacted as aforesaid,* That if any person, being a citizen or inhabitant of this State, shall aid, abet, procure, advise, counsel, or in any manner assist or be guilty of military interference in any manner with the freedom of any election in this State, every person so offending shall be guilty of felony, and upon conviction thereof by indictment shall forfeit and pay to the State a fine of not less than one thousand dollars nor more than ten thousand dollars, and shall be imprisoned for a term not less than one nor more than five years, and shall forever thereafter be incapable of exercising the right of suffrage in this State.

SEC. 3. *And be it further enacted as aforesaid,* That if any inspector, presiding officer, or judge of any election in this State, or any other person, shall administer or cause to be administered to any legal voter in this State, any oath or affirmation not authorized by the constitution and laws of this State for that purpose, as a pre-requisite or condition of voting at any election in this State, except when such oath or affirmation shall be administered in order to satisfy such inspector, presiding officer, or judge, that such vote is a legal vote according to the constitution and laws of this State, such inspector, presiding officer, judge or other person so offending, shall be guilty of a misdemeanor, and upon conviction thereof by indictment shall, for every such offence forfeit and pay to the State a fine of not less than five hundred dollars and not more than one thousand dollars, and shall be imprisoned for a term of ten days.

Passed at Dover, March 25, 1863.

I.

CHAPTER 336.

Joint resolutions on federal relations.

Resolved by the senate and house of representatives of the State of Delaware, in general assembly met: 1. That this general assembly and a large majority of the people of Delaware ardently desire a restoration of the federal Union upon its original basis; that they will aid in the accomplishment of that result by proper and constitutional means, and with a sacred regard for the rights of all the States, and the people of all the States, but are unwilling that the federal compact should be violated by those who administer the functions of government.

2. That the American Union was formed with great difficulty, and on the part of some of the States with serious misgivings and distrusts upon the subject of federal power, and but for the incorporation in the Constitution of provisions to protect the persons and property of the citizen, and his right to free expression of opinion, written and oral, with the understanding afterward expressed by amendment, that the powers not granted to the federal government by the Constitution, nor prohibited to the States, were reserved to the States respectively, or to the people, that instrument never would have been made.

3. That under the plea of taking necessary steps to put down the rebellion, but really to tyrannize over political adversaries, citizens of this State, as well as of other States, have been seized upon arbitrary edict and imprisoned in forts and camps, without being informed of the nature of the accusation against them, and finally discharged without trial or the semblance of one, and all this upon claim of authority from the federal government, an outrage upon the rights of the persons arrested, an invasion of the rights of every other citizen, and a re-

proach to free government; that under the same pretence freedom of speech and of the press have become idle words, as if upon them did not rest the corner-stone of the fabric of our free institutions; that these monstrous usurpations of power are not rebuked by Congress, but tolerated because of the declaration that they are necessary to put down the rebellion. Such declaration is utterly false, but if it were true, regarding as we do the preservation of civil liberty paramount to every other consideration, we unhesitatingly declare that the end proposed to be attained is not worth the sacrifice required.

4. That viewing the numerous violations of the Constitution of the United States by the federal executive, as tending to destroy the liberties of the people and the rights of the States, and the evident intent to carry on the present war for the emancipation of slaves and the subjugation of the southern States, either of which, if successful, would, in the opinion of this general assembly, involve the whole country in irretrievable ruin, and prevent forever a restoration of the Union; we therefore declare, under a solemn sense of the oath we have taken to support the Constitution of the United States, the constitution of the State of Delaware, and perform our duties as members of this general assembly with fidelity, that we can give no aid or countenance to a war for such purposes.

5. That this general assembly and a large majority of the people of Delaware will in all respects faithfully support the Constitution of the United States; that they recognize no fealty or allegiance to any public authority or power other than their own State government and the government of the United States; to their own State government within the sphere of its reserved rights; to the government of the United States within the limits of its delegated authority; that every infraction of the rights of the States, and every breach of the Constitution of the United States, is an unwarrantable assumption of power, and that the claim of right to violate either on the plea of military necessity is an artful device by persons in authority for the subversion of our form of government, and the establishment of another in its stead.

6. That in the opinion of this general assembly and a majority of the people of the State, this war ought never to have been made; that it is the result of wickedness on both sides, a perversely obstinate adherence to a fanatical party platform by the administration at Washington, which was seized upon by the people of the States in revolt, and made the pretext for a resort to arms, which might and should have been averted by the adoption of the recommendations of the Peace Conference or taking the sense of the people on certain propositions of constitutional amendment known as the Crittenden compromise; that its prosecution for nearly two years has resulted in no good but in immense loss of treasure and life, and has intensified the feeling of hostility and rendered our questions of difference vastly more complicated and difficult of adjustment.

7. That in the judgment of this legislature and a large majority of the people of Delaware, the time has arrived for making an effort other than by arms to end this dreadful war; that such effort should be made through the agency of an armistice or cessation of hostilities, and the appointment of delegates from all the States to a national convention to devise and mature a plan for the settlement of our difficulties, which, whilst it secures the integrity of the Union, shall place the slavery question beyond the reach of fanatical agitators and unreasonable propagandists, and re-establish our federal Union, by the exercise of generous, magnanimous sentiments, upon a basis as enduring as the continent on which we live.

8. That we are ready to co-operate with the legislatures of the other States in creating such convention, by the appointment of delegates, and that this legislature will not adjourn *sine die* whilst the hope of such a convention remains.

9. That we do most emphatically condemn, and in the name and on behalf of the people of Delaware, protest against the proclamation of emancipation issued by the President on the first instant, as a flagrant attempt to exercise absolute power under the plea of military necessity; that neither as President

nor as commander-in-chief of the army and navy, does any such power as the proclamation asserts reside with the chief executive, nor is it lodged elsewhere. Slavery is a legal relation in many of the States, and was so in all of them except one when the Constitution of the United States was formed, and property in slaves is as much the subject of constitutional protection as property in houses and lands. Just so far in the course of actual military operations as it may be necessary to seize private property for public uses, the commander-in-chief has power in that character to make such seizure, but just so soon as the necessity for the use of such property ceases, it remits absolutely to its owner at the time of the seizure. Viewing the foregoing as sound propositions of law, we regard the proclamation aforesaid as powerless to abolish slavery, but as pregnant with mischief to the cause of the Union, and an outrage to our fellow-citizens of the other slave States. The assumption that the President of the United States can, by proclamation, abolish the relation of master and slave, and deprive the former of property amounting, under its intented operation, to thousands of millions of dollars, is too monstrous to be honestly entertained by a mind unbiased by prejudice or fanaticism.

10. That this legislature and a large majority of the people of this State condemn, as gross violations of the federal Constitution, the attempt on the part of the executive to control the popular branch of Congress by fraudulent military elections of representatives, the appointment of military governors and the division of a sovereign State without the consent of its people.

11. That the power to suspend the writ of habeas corpus is confided to Congress alone, and can only be rightfully exercised when, in cases of rebellion or invasion, the public safety may require it. The attempt, therefore, on the part of the federal executive to suspend the habeas corpus under any circumstances, is an unwarrantable assumption of power, and especially does the proclamation of September twenty-fourth, eighteen hundred and sixty-two, declaring "the great writ of right" suspended in certain cases, in States not in rebellion, disregard and attempt to overthrow the plain provisions of the Constitution for the protection of the liberties of the people, and will, in the opinion of this general assembly, if persevered in by the executive and submitted to by the people, end in the subversion of our republican form of government.

12. That the invasion of this State by troops in the service of the United States, on the fourth day of November last, being the day of our general election, was an indignity offered by the federal administration to the sovereignty of Delaware and an insult to her citizens; that the stationing of armed soldiers at the polls on the day aforesaid was a gross outrage upon the elective franchise and an assault upon free government; that this wicked and premeditated attempt to force by intimidation a concurrence of public sentiment with the views and wishes of the administration at Washington, was alike violative of the dearest rights of the people and dangerous to our free institutions, and was viewed by the honest people of the State, and is regarded by this legislature, with indignation and alarm; we, therefore, the representatives of a law-abiding but gallant constituency, do, in their name and on their behalf, solemnly protest against this uncalled for and wicked outrage.

13. That "eternal vigilance is the price of liberty," and that at a timelike the present it behooves the people of every section of our common country to scrutinize the action of the present federal administration, "the history of which has been a history of repeated injuries and usurpations, all having in direct object the establishment of an absolute tyranny over these States."

14. That a copy of the foregoing, signed by the speakers of the two houses and attested by the clerks, be sent to the governors of all the States in the federal Union, with the request that they be laid before their respective legislatures, and also that a copy, authenticated in like manner, be forwarded to each of our senators in Congress and to some member of the federal House of Rep-

resentatives, with the request that they be laid before their respective houses.

Adopted at Dover, January 29, 1863.

HEADQUARTERS MIDDLE DEPARTMENT, 8TH ARMY CORPS,
Baltimore, Md., November 13, 1863.

General Orders, No. 59.

It is known that there are many evil disposed persons now at large in the State of Delaware, who have been engaged in rebellion against the lawful government, or have given aid or comfort or encouragement to others so engaged, or who do not recognize their allegiance to the United States, and who may avail themselves of the indulgence of the authority which tolerates their presence to attempt to take part in or embarrass the approaching special election in that State. It is therefore ordered:

I. That all provost marshals and other military officers do prevent all disturbance and violence at or about the polls, whether offered by such persons as above described, or by any other person or persons whomsoever.

II. That all provost marshals and other military officers commanding in Delaware, shall support the judges of election on the 19th of November, 1863, in requiring an oath of allegiance to the United States, as a test of citizenship of any one whose vote may be challenged on the ground that he is not loyal or does not admit his allegiance to the United States, which oath shall be in the following form and terms:

I do solemnly swear that I will support, protect, and defend the Constitution and government of the United States against all enemies, whether domestic or foreign; that I hereby pledge my allegiance, faith, and loyalty to the same, any ordinance, resolution, or law of any State convention or State legislature to the contrary notwithstanding; that I will at all times yield a hearty and willing obedience to the said Constitution and government, and will not, directly or indirectly, do any act in hostility to the same, either by taking up arms against them, or aiding, abetting, or countenancing those in arms against them; that, without permission from the lawful authority, I will have no communication, direct or indirect, with the States in insurrection against the United States, or with either of them, or with any person or persons within said insurrectionary States; and that I will in all things report myself as a good and loyal citizen of the United States. This I do in good faith, with full determination, pledge, and purpose to keep this, my sworn obligation, and without any mental reservation or evasion whatsoever.

III. Provost marshals and other military officers are directed to report to these headquarters any judge of election who shall refuse his aid in carrying out this order, or who, on challenge of a vote being made on the ground of disloyalty or hostility to the government, shall refuse to require the oath of allegiance from such voter.

By command of Major General Schenck:

W. H. CHESEBROUGH,
(Official.) *Lieutenant Colonel and Assistant Adjutant General.*

Governor Cannon's proclamation on the foregoing order.

STATE OF DELAWARE, EXECUTIVE DEPARTMENT,
Dover, November 13, 1863.

All civil officers and good citizens of this State are enjoined to obey the above military order, issued by the commanding general of the middle department, and to give all needful aid for the proper enforcement of the same.

WILLIAM CANNON, *Governor of Delaware.*

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 15.

IN THE SENATE OF THE UNITED STATES.

[To accompany bill S. No. 125.]

FEBRUARY 18, 1864.—Ordered to be printed.

Mr. SHERMAN made the following

REPORT.

The Committee on Agriculture, to whom was referred the petition of Berendt A. Froiseth, praying for the establishment of a bureau of immigration, and the enactment of suitable laws for the encouragement and protection of foreign immigrants arriving within the jurisdiction of the United States, beg leave to report:

They deem the encouragement of foreign immigration as of the highest importance, and have given the subject the consideration demanded by it. The rapid growth of our country arises from three causes, equally necessary: first, the extent of unoccupied soil, with a climate and fertility not surpassed in any portion of the world; second, a native population, free, hardy, industrious, improved by a mixture of the blood of all the European nations, engrafted on the anglo-Saxon stock, and incited to great activity by institutions offering the highest honors and rewards to those who, by industry and merit, deserve them; and third, the addition to and absorption into our population of a large number annually of immigrants, whose labor adds to our annual production an amount increasing at a compound ratio, and not to be computed by numbers.

The advantages which have accrued heretofore from immigration can scarcely be computed. The labor of immigrants has contributed vastly to the value of our cities, towns, and villages, our railroads, our farms, our manufactures, and our productions. Comparatively few of the race now predominant on this continent can trace their American ancestry more than a century back. Though a seeming paradox, it nevertheless approaches historical truth, that we are all immigrants. In 1790 the population of the United States was less than four millions; in 1860 it was little less than thirty-one millions and a half, showing an increase of twenty-seven millions and a half in seventy years. The ratio of increase is shown by the following statement.

		Per cent. increase.
1790	3,929,827	
1800	5,305,937	35.02
1810	7,239,814	36.45
1820	9,638,131	33.13
1830	12,866,020	33.49
1840	17,069,453	32.67
1850	23,191,876	35.87
1860	31,443,790	35.58

It is impossible to state precisely how far the ratio of increase is affected by immigration, for though we can ascertain the number of immigrants arriving

we cannot know the rapidity of this increase or how far the descendants of immigrants swell the aggregate of our population. Prior to 1819 we have no authentic statement of the number of immigrants.

The following numbers, registered under the act of 1819, and copied from the authentic summary of the census of 1860, show that more than five millions of people, immigrants or alien passengers, arrived in the country during the period intervening between September 3, 1819, and December 31, 1860:

		Males.	Females.	Sex not stated.	Total.
Year ending September 30,	1820	4,871	2,393	1,121	8,385
	1821	4,651	1,636	2,840	9,127
	1822	3,816	1,013	2,082	6,911
	1823	3,598	848	1,908	6,354
	1824	4,706	1,393	1,813	7,912
	1825	6,917	2,959	323	10,099
	1826	7,702	3,078	57	10,837
	1827	11,803	5,939	1,133	18,875
	1828	17,261	10,060	61	27,382
	1829	11,303	5,112	6,105	22,520
	1830	6,439	3,135	13,748	23,322
	1831	14,909	7,724	.....	22,633
	1832	34,596	18,583	.....	53,179
Quarter ending December 31,	1832	4,691	2,512	100	7,303
	1833	41,546	17,094	.....	58,640
	1834	38,796	22,540	4,029	65,365
	1835	28,196	17,027	151	45,374
	1836	47,865	27,553	824	76,242
	1837	48,837	27,653	2,850	79,340
	1838	23,474	13,685	1,755	38,914
	1839	42,932	25,125	12	68,069
	1840	52,883	31,132	51	84,066
	1841	48,082	32,031	176	80,289
	1842	62,277	41,907	381	104,565
First three quarters of	1843	30,069	22,424	3	52,496
Year ending September 30,	1844	44,431	34,184	.....	78,615
	1845	65,015	48,115	1,241	114,371
	1846	87,777	65,742	897	154,416
	1847	136,086	97,917	965	234,968
	1848	133,906	92,149	472	226,527
	1849	177,232	119,280	512	297,024
	1850	196,331	112,635	1,038	310,004
Year ending December 31,	1850	32,990	26,805	181	59,976
	1851	217,181	162,219	66	379,466
	1852	212,469	157,696	1,438	371,603
	1853	207,958	160,615	72	368,645
	1854	256,177	171,656	.....	427,833
	1855	115,307	85,567	3	200,877
	1856	115,846	84,590	.....	200,436
	1857	146,215	105,091	.....	251,306
	1858	72,824	50,002	300	123,126
	1859	69,161	51,640	481	121,282
	1860	88,477	65,077	86	153,640
Totals		2,977,603	2,035,536	49,275	5,062,414

In 1861 there was a marked decline in the number of immigrants arriving at New York, owing to the commencement of the rebellion and the temporary stagnation of trade and business. The arrivals for 1862 show an increase of about twenty per cent. over that of 1861, and the arrivals for 1863 nearly double those of 1862, and fall less than one hundred short of 1860. The following tables are from the annual report of the commissioners of emigration, New York.

Showing the ports whence emigrant passenger vessels have arrived, together with the number of vessels and emigrant passengers from each port, landed at Castle Garden, during the year 1861.

Port from whence sailed.	Nation.	Number of vessels.	Number of bondable passengers.	Number of passengers returning to United States.	Total passengers.
Liverpool, England	Great Britain	205	31,351	3,111	34,462
London, England	do	44	1,996	338	2,334
Galway, Ireland	do	4	1,515	73	1,588
Tralee, Ireland	do	1	114	.....	114
Glasgow, Scotland	do	5	72	35	107
Belfast, Ireland	do	1	48	2	50
Bermuda, West Indies	do	1	10	12	22
St. Thomas, West Indies	do	1	13	.....	13
Cardiff, England	do	1	2	1	3
Bremen	Bremen	71	12,094	244	12,338
Hamburg	Hamburg	44	8,649	252	8,901
Havre	France	47	6,655	385	7,040
Antwerp	Belgium	14	762	61	823
Genoa, Italy	Sardinia	4	242	.....	242
Rotterdam	Holland	5	120	5	125
Leghorn	Tuscany	4	92	1	93
Guthenberg	Sweden	1	56	.....	56
		453	*63,791	4,520	68,311

* The whole number of alien passengers subject to bonds or commutation, landed at this port during the year, does not appear here, for the reason that first-class passengers are not required to land at the emigrant landing depot. The number for whom bonds were executed or commutation paid will be found on the first page of the Appendix.

Showing the ports whence emigrant passenger vessels have arrived, together with the number of vessels and of emigrant passengers from each port, landed at Castle Garden during the year 1862.

Port whence sailed.	Nation.	Number of vessels.	No. of bondable passengers.	Number of passengers returning to U. S.	Total passengers.
Liverpool, England	Great Britain	220	41,430	5,131	46,561
London, England	do	55	1,609	403	2,012
Milford Haven, England	do	1	95	12	107
Glasgow, Scotland	do	3	35	10	45
Londonderry, Ireland	do	2	40	16	56
Belfast, Ireland	do	1	8	.....	8
Havre	France	39	5,208	304	5,512
Rotterdam	Holland	4	69	14	83
Bremen	Bremen	60	11,550	272	11,822
Hamburg	Hamburg	65	13,623	304	13,927
Antwerp	Belgium	18	1,209	76	1,285
Leghorn, Italy	Tuscany	1	11	.....	11
Genoa, Italy	Sardinia	1	25	4	29
		470	74,912	6,546	81,458

OFFICE OF THE COMMISSIONERS OF EMIGRATION,
New York, December 29, 1863.

Number of alien passengers arrived at this port from foreign countries, from January 1 *to December* 28, 1863.

Ireland	90,621
Germany	34,195
England	18,116
Scotland	1,864
Wales	1,129
France	1,275
Spain	201
Switzerland	1,087
Holland	380
Norway	234
Sweden	1,367
Denmark	1,580
Belgium	456
West Indies	256
Other countries	815
	153,576

Measured by periods of ten years each, the progress of immigration has rapidly increased—the number of people thus added to the population of the United States having been more than twenty-three times as great in the eleven years and three months ending December 31, 1860, as in the ten years ending September 30, 1829. In the former period nearly three millions of passengers landed on our shores.

The accelerated advance of immigration is compendiously sketched in the following table:

Periods.	Passengers of foreign birth.	American and foreign.
In the 10 years ending September 30, 1829	128,502	151,636
In the 10¼ years ending December 31, 1839	538,381	572,716
In the 9¾ years ending September 30, 1849	1,427,337	1,479,478
In the 11¼ years ending December 31, 1860	2,968,194	3,255,591
In the 41¼ years ending December 31, 1860	5,062,414	5,459,421

Adjusting the return to the periods of the decennial census, by the aid of the quarterly reports, we find a similar result:

Three census periods.	Passengers of foreign birth.
In the ten years previous to June 1, 1840	552,000
In the ten years previous to June 1, 1850	1,558,300
In the ten years previous to June 1, 1860	2,707,624

An inspection of the following table will show that while in the six New England States population has already attained a density of nearly fifty inhabitants to

the square mile, and the six middle States, including Maryland, Delaware, and Ohio, contain nearly seventy inhabitants to the square mile, a population almost as dense as that of Europe, taken as an aggregate, where there are seventy-three people to the same area, the central slave States, Virginia, North Carolina, Tennessee, Kentucky, Missouri, and Arkansas, where the climate is well adapted to the labor of the European, have within the same limit less than twenty-one persons; the northwestern States, Indiana, Illinois, Michigan, Wisconsin, Iowa, Minnesota, and Kansas, have about twenty-two; Texas and California little more than two, and the population in the Territories, not yet organized under State governments, is merely nominal in proportion to their extent.

Table showing the area and population of States in 1850 *and* 1860.

States.	1850.			1860.	
	Area in square miles.	Population.	No. of inhabitants to square mile.	Population.	No. of inhabitants to square mile.
New England States	63,272	2,728,106	43.11	3,125,283	49.55
Middle States, including Maryland, Delaware, and Ohio	151,760	8,553,713	56.36	10,597,661	69.83
Coast planting States, including South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana	286,077	3,557,872	12.43	4,364,927	15.25
Central slave States: Virginia, North Carolina, Tennessee, Kentucky, Missouri, and Arkansas	309,210	5,167,276	16.71	6,471,887	20.93
Northwestern States: Michigan, Illinois, Wisconsin, Iowa, Minnesota, and Kansas	250,295	2,734,945	10.92	5,543,382	22.14
Texas	273,321	212,592	0.89	604,215	2.55
California	188,982	165,000	0.87	379,994	2.01

Should our country continue to increase at the rate of its progress up to 1861, it would not before the year 1925 attain the density of population equal to that of the Old World. Including the great western valley of the Mississippi, we have a territory more fertile than that of Europe, and better capable of supporting in comfort a population equally numerous in proportion to our territory. We should then number 217,186,000.

The increase in the inhabitants of the great middle States has been at the rate of twenty-five per cent. during the last decade, while that of the northwestern group has been one hundred per cent. It is to the less populous States and to the Territories that the influx of immigrants can be best directed, alike as regards their own welfare and prosperity and the benefits they will confer on the nation. The growth of these States represent the reclamation of new lands from the waste forests and prairies, to be a possession for civilized man forever. It indicates the development of mining, agricultural, and pastoral wealth, out of the natural riches provided for the use and enjoyment of man, but yet chiefly unappropriated. The increase in the population of these States is directly due, in a great degree, to the settlement of immigrants; and the whole population of Indiana, Illinois, Michigan, Wisconsin, Iowa, Minnesota, and Kansas, added together, exceeds only by one-tenth the number of foreign passengers to this country since 1819, to say nothing of their increase by the ordinary laws of population.

The advantages of foreign immigration, as between the United States and the people of European countries, are mutual and reciprocal. If our prairies and mineral lands offer inducements to the immigrant and promise him requital for

the pangs of severed family ties and separation from the scenes of his early childhood, he, in his turn, contributes to the development of the resources of our country and adds to our material wealth. Such is the labor performed by the thrifty immigrant that he cannot enrich himself without contributing his full quota to the increase of the intrinsic greatness of the United States. This is equally true whether he work at mining, farming, or as a day laborer on one of our railroads.

The extent of our country and its capacity for population are admirably set forth in a letter from the Hon. Robert J. Walker on American finances and resources, in which he says:

"If as well cultivated as England, our county could much more than feed and clothe the whole population of the world. If as densely settled as England, our population would be more than twelve hundred millions, exceeding that of all the earth. If as densely settled as Massachusetts, (among the least fertile of all our States,) we would number 513,000,000 inhabitants.

"We have seen that our area exceeds that of Europe, with a far more genial sun and fertile soil, and capable of yielding more than double the amount of agricultural products and of sustaining more than twice the number of inhabitants. We have a greater extent of mines than all Europe, especially of coal, iron, gold, silver, and quicksilver. Our coal alone, as stated by Sir William Armstrong, (the highest British authority,) is thirty-two times as great as that of the United Kingdom, and our iron will bear a similar proportion.

"Our maritime front is 5,120 miles; but our whole coast line, including bays, sounds, and rivers, up to the head of tide-water, is 33,663 miles.—(Ex. doc. No. 7, pp. 75, 76, official report of Professor A. D. Bache, Superintendent of United States Coast Survey, December 5, 1848.) Our own lake shore line is 3,620 miles.—(Top. Rept., ib., p. 77.)

"The shore line of the Mississippi river, above tide-water and its tributaries, is 35,644, (ib., 77;) and of all our other rivers, above tide-water, is 49,857 miles, making in all 122,784 miles. Of this stupendous water mileage, more than one-half is navigable by steam, employing an interior steam tonnage exceeding that of all the internal steam tonnage of the rest of the world. No country is arterialized by such a vast system of navigable streams, to have constructed which, as canals of equal capacity, would have cost more than ten billions of dollars, and then these canals would have been subjected to large tolls, the cost of their annual repairs would have been enormous, and the interruption by lockage a serious obstacle. We may rest assured, then, that all Europe combined can never have such facilities for cheap water communication as the United States. This is a mighty element in estimating the power and progress of a nation. It shows, also, why we have no such deserts as Sahara, so small a portion of our lands requiring manures or irrigation, and no general failures of crops, with so few even partial failures of any one crop."

According to the report of the Commissioner of Public Lands for 1860, of the three millions and a quarter square miles, constituting the territorial extent of the Union, the public lands embrace an area of two millions and a quarter, or more than two-thirds of our geographical extent, and nearly three times as large as the United States at the ratification of the definitive treaty of peace in 1783 with Great Britain. This empire domain extends from the northern line of Texas to the Gulf of Mexico, reaching to the Atlantic ocean, northwesterly to the Canada line, bordering upon the great Lakes Erie, Huron, Michigan, and Superior, extending westward to the Pacific ocean, with Puget's sound on the north, the Mediterranean sea of our extreme northwestern possessions. It includes fifteen sovereignties, known as the land States, and an extent of territory sufficient for thirty-two additional States, each equal to the great central land State of Ohio. It embraces soils capable of abundant yields of the rich productions of the tropics; of sugar, cotton, rice, tobacco, corn, and the grape, the

vintage now a staple, particularly so of California; of the great cereals, wheat and corn, in the western, northwestern, and Pacific States, and in that vast interior region from the valley of the Mississippi river to the Rocky mountains, and thence to the chain formed by the Sierra Nevada and Cascades, the eastern wall of the Pacific slope, every variety of soil is found revealing its wealth. Kansas having been admitted since the date of the report above referred to, our public domain thus described now includes the sixteen land States and all the Territories.

"Of this vast region, (originally 1,451,000,000 acres,) there was surveyed up to September, 1860, 441,067,915 acres, and 394,088,712 acres disposed of by sales, grants, &c., leaving, as the Commissioner states, 'the total area of unsold and unappropriated, of offered and unoffered lands of the public domain, 1.055,911,288 acres.' This is 'land surface, exclusive of lakes, bays, rivers, &c., 1,055,911,288 acres, or 1,649,861 square miles, and exceeds one-half the area of the whole Union. The area of New York, being 47,000 square miles, is less than a thirty-fifth part of our public domain. England (proper) has 50,922 square miles, France 203,736, Prussia 107,921, and Germany 80,620 square miles. The area, then, of our public domain is more than eight times as large as France, more than fifteen times as large as Prussia, more than twenty times as large as Germany, more than thirty-two times as large as England, and larger (excluding Russia) than all Europe, containing more than two hundred millions of people."

"As England (proper) contained, in 1861, 18,949,916 inhabitants, if our public domain were as densely settled, its population would exceed six hundred and six millions, and it would be 260,497,561, if numbering as many to the square mile as Massachusetts. Its average fertility far exceeds that of Europe, as does also the extent of its mines, especially gold, silver, coal, and iron, with every variety of soil, climate, mineral, and agricultural products."

The special wants for labor in this country at the present time are very great. The war has depleted our workshops, and materially lessened our supply of labor in every department of industry and mechanism. In their noble response to the call of their country, our workmen in every branch of the useful arts have left vacancies which must be filled, or the material interest of the country must suffer. The immense amount of native labor occupied by the war calls for a large increase of foreign immigration to make up the deficiency at home. The demand for labor never was greater than at present, and the fields of usefulness were never so varied and promising.

The south, having torn down the fabric of its labor system by its own hands, will, when the war shall have ceased, present a wide field for voluntary white labor. and it must look to immigration for its supply.

The following may be mentioned as the special inducements to immigration:

1st. High price of labor and low price of food, compared with other countries.

2d. Our land policy, giving to every immigrant, after he shall have declared his intentions to become a citizen, a home and a farm, substantially as a free gift, charging him less for 160 acres in fee-simple than is paid as the annual rent of a single acre in England.

3d. The political rights conferred upon persons of foreign birth.

4th. Our system of free schools, melting in a common crucible all differences of religion, language and race, and giving to the child of the day laborer and the son of the millionaire equal opportunities to excel in the pursuit and acquirement of knowledge. This is an advantage and a blessing which the poor man enjoys in no other country.

The mutual interest of the United States and the emigrant being established, the next inquiry is, what facilities have been extended by the United States to promote emigration? And when we come to examine this subject, we find that very little is done by the government to promote this most desirable end. The

movement, so far, has been purely voluntary on the part of the immigrants, or induced by letters from their friends in this country advising them to join them here. No bounties are offered or pecuniary aid extended, and it is but recently that emigrants have been protected by passenger laws.

As most of the emigrants are landed at the port of New York, and many of them were landed sick or in a state of utter destitution, the authorities of that city were compelled to provide for them, though the great body were merely transient passengers, seeking a home in the west. This led to the incorporation, in 1847, by the State of New York, of the Board of Commissioners of Emigration, an organization which has bestowed upon the poor and comparatively helpless emigrant, the sick and the needy arriving on our shores, benefits and charities which cannot be estimated by figures and statistics.

It only remains to inquire what measures, if any, it is expedient for Congress to adopt to encourage immigration. In the opinion of your committee, the plan submitted by Mr. Froisarth with his petition involves too great an expenditure. It provides for the establishment of a bureau of foreign immigration, and the appointment of a large number of salaried officers, and asks for an appropriation of one hundred and twenty-five thousand dollars.

Your committee have considered the bill entitled "A bill to incorporate the North American Land and Emigration Company," but perceive this radical objection to a private corporation: Such a body will necessarily look to their own pecuniary interests, and in the effort to advance these will neglect or sacrifice the interests of the immigrants.

It has been proposed to offer a direct bounty to immigrants, or to pay their passage money. The objections to this system are conclusions, of which these are obvious: 1st. The bounty must be paid to all immigrants, whether it was the inducement to immigrate or not; and though the bounty was small, it would involve an annual expenditure of millions. 2d. Those who would be induced to immigrate would be only the idle, very poor, or vicious of foreign populations, while the thrifty would not be influenced by so trifling a consideration. 3d. Foreign governments would unquestionably object to their populations being induced, by bounties, to immigrate, and might justly prevent the great depletion of labor that would result from it.

Your committee are of the opinion that the only aid to immigration the United States can now render would be: 1st. To disseminate in Europe authentic information of the inducements to immigrate to this country. 2d. To protect the immigrant from the impositions now so generally practiced upon him by immigrant runners and the like, and, 3d. To facilitate his transportation from New York to the place of his destination, or to the place where his labor and skill will be most productive. These objects may be accomplished without great expenditure, and without changing the relation heretofore held by the United States to the emigrant.

With this view, your committee report the following bill, and recommend its passage:

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 16.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 18, 1864.—Ordered to be printed.

Mr. HENDRICKS made the following

REPORT.

[To accompany bill S. No. 32.]

The Committee on Public Lands, to whom was referred Senate bill No. 32, having considered the same, report:

That the same proposes a grant of public lands along the route of the proposed road from Grand Rapids, by Traverse City and Little Traverse, to the Straits of Mackinaw, in the State of Michigan; and that from Grand Rapids to Traverse Bay the route is almost identical with the route of one of the railroads for the construction of which a grant of land was made to the State of Michigan by the act of Congress of June 3, 1856, entitled "An act making a grant of alternate sections of the public lands to the State of Michigan, to aid in the construction of certain railroads in said State, and for other purposes;" and that the proposed grant would interfere with the grant made to said State by said act, or with the reservation of the alternate sections to the United States therein made, and therefore the committee recommend that the bill do not pass.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM No. 18.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Laura M. Newcomb, widow of the late Commander Henry S. Newcomb, beg leave to report:

That it appears from the petition that there is a lack of proof to satisfy the Commissioner of Pensions that the husband of the petitioner died of disease contracted in the service of the United States, and in the line of his duty. The committee do not feel authorized to extend the provisions of the general pension law, or to grant pensions where applications have been rejected by the Pension Office, except in very extraordinary cases. And they therefore recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 19.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of citizens of Black Hawk county, Iowa, praying that Captain Frederick S. Washburn, of company G, ninth regiment Iowa volunteers, may be allowed the pay and rank of a colonel from the first day of May, 1863, *to the* 16*th day of June,* 1863, *and his widow the pension of a colonel's widow from the time of his death, beg leave to report:*

That it appears that Captain Washburn was in command of the said regiment from the first to the 22d of May, 1863, when he was mortally wounded in the charge on the enemy's works at Vicksburg. He was the senior captain of the regiment, and commanded in the absence of the field officers. Very many of the officers of our army discharge the duties of a rank higher than that of their commissions; but the committee are unwilling, in view of the vast burdens and expenses at present imposed upon the country, to recommend any increase of pay to those who temporarily discharge such duties. They therefore recommend that the prayer of the petition be not granted.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1864.—Ordered to be printed.

Mr. DIXON made the following.

REPORT.

[To accompany bill S. No. 136.]

The Committee on Post Offices and Post Roads, to whom was referred the petition of A. T. Spencer and G. S. Hubbard, of Chicago, Illinois, praying compensation for services performed in carrying the mails on their line of steamers between Chicago and the ports on Lake Superior, have had the same under consideration, and beg leave to report:

The memorialists represent that they transported, at the request of the postmasters and agents of the Post Office Department, the United States mails, in steamboats, between the city of Chicago, Illinois, and the several ports on Lake Superior, from the year 1854 to 1859, inclusive, during the season of navigation, for which they have not been compensated, and they now pray that Congress will allow them an equitable remuneration for the said service.

They further represent that this service was performed in contemplation of an allowance to be made to them equal to that awarded by the government for service of a similar character, and the distinct assurance of the agents of the Post Office Department was given them that they would be adequately compensated therefor.

The evidence before the committee of the efficient and faithful character of the service rendered by the memorialists is most clear and satisfactory, and that it was undertaken and performed at the request of the government officials having charge of the mails.

The committee are satisfied that the steamers belonging to the line owned by the memorialists afforded the most expeditious and reliable means for transporting the mails between the city of Chicago and the several ports on Lake Superior.

The committee in their report submitted to the Senate on the 27th of February, 1860, were unanimous in the opinion that the memorialists should receive full and adequate compensation for the aforesaid services.

The proof of the performance of the service is fully substantiated by the testimony of Captains J. E. Turner, John Wilson, and B. G. Sloat, confirmed by the affidavits of the postmasters at Chicago, Milwaukie, Mackinac, Eagle River, Marquette, Ontonagon, and La Pointe.

From all the voluminous evidence, and the statements and explicit affidavits of reliable persons, the committee are confident that the petitioners are entitled to relief, and they report a bill for that purpose, and recommend its passage.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 29, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Nancy M. Gunsally, formerly widow of Lyman M. Richmond, praying for a renewal of pension or half pay, beg leave to report:

That it appears that the petitioner, by special act of Congress, approved August 18, 1856, was allowed a pension at the rate of $96 per annum, for five years from the 1st of January, 1849. She has already received an amount of pay equal to ten years' half pay of a musician, and the committee are unable to see any special merit in her case, which should call for any legislation by Congress, and therefore recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 22.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 29, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of William Cook, praying an increase of pension, beg leave to report:

That it appears that the petitioner was wounded in the war of 1812; that he commenced drawing a pension August 14, 1814, which was increased in 1816, and again in 1824, and again in 1838, until it reached the maximum pension for a private soldier. He now asks to draw at the rate of $8 per month, going back to 1814. The committee cannot see any reason for granting the prayer of the petitioner, and therefore recommend that it be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No 24.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 29, 1864.—Ordered to be printed.

Mr. SUMNER submitted the following

REPORT.

[To accompany bill S. No. 141.]

The select committee on Slavery and the treatment of Freedmen, to whom were referred sundry petitions asking for the repeal of the Fugitive Slave Act of 1850, *and, also, asking for the repeal of all acts for the rendition of fugitive slaves, have had the same under consideration and ask leave to make the following report:*

There are two fugitive slave acts which still continue unrepealed on our statute-book. The first, dated as long ago as 1793, was preceded by an official correspondence, which was supposed to show the necessity for legislation. The second, dated in 1850, was introduced by a report from Mr. Butler, of South Carolina, at that time chairman of the Judiciary Committee of the senate. In proposing the repeal of all legislation on the subject it seems advisable to imitate the latter precedent by a report, assigning briefly the reasons which have governed the committee.

RELATION BETWEEN SLAVERY AND THE FUGITIVE SLAVE ACTS.

These acts may be viewed as part of the system of Slavery, and, therefore, obnoxious to the judgment which civilization is accumulating against this Barbarism; or they may be viewed as independent agencies. But it is difficult to consider them in the latter character alone, for if slavery be the offence, which it doubtless is, then must it infect all the agencies which it employs. Especially at this moment, when Slavery is recognized, by common consent, as the origin and life of the rebellion, must all its agencies be regarded with more than ordinary repugnance.

If, in time of peace, all fugitive slave acts were offensive, as requiring what humanity and religion both condemn, they must be still more offensive at this moment, when Slavery, in whose behalf they were made, has risen in arms against the national government. It is bad enough to thrust an escaped slave back into bondage at any time. It is absurd to thrust him back at a moment when Slavery is rallying all its forces for the conflict which it has madly challenged. But the crime of such a transaction is not diminished by its absurdity. A slave, with courage and address to escape from his master, has the qualities needed for a soldier of freedom; but existing statutes require his arrest and sentence to bondage.

In annulling these statutes Congress simply withdraws an irrational support from Slavery. It does nothing against Slavery, but it merely refuses to do anything for it. In this respect the present proposition differs from all pre-

ceding measures of abolition, as a refusal to help an offender on the highway differs from an attempt to take his life.

And yet it cannot be doubted that the withdrawal of this congressional support would contribute effectively to the abolition of Slavery; not that, at this present moment, this congressional support is of any considerable value, but because its withdrawal would be an encouragement to that universal public opinion which must soon sweep this Barbarism from our country. It is one of the felicities of our present position that, by repealing all acts for the restitution of slaves, we may hasten the happy day of freedom and of peace.

Regarding this question in its association with the broader question of universal emancipation, we find that every sentiment, or reason, or argument for the latter pleads for the repeal of these obnoxious statutes, but that the difficulties which are supposed to beset emancipation do not touch the proposed repeal, so that we might well insist upon the latter, even if we hesitated with regard to the former. But the committee find a new motive to the recommendation which they now make, when they see how important its adoption must be in securing the extinction of Slavery.

But it is not enough to consider the proposed measure in its relations to emancipation. Even if Congress be not ready to make an end of Slavery, it cannot hesitate to make an end of all fugitive slave acts. Against the latter there are cumulative arguments of constitutional law and of duty, beyond any which can be arrayed against Slavery itself. A man may even support Slavery and yet reject the fugitive slave acts.

THE FUGITIVE CLAUSE IN THE CONSTITUTION AND THE RULES FOR ITS INTERPRETATION.

These acts profess to be founded upon certain words of the Constitution. On this account it is important to consider these words with a certain degree of care. They are as follows:

"*No person* held to service or labor in one State, under the laws thereof, escaping into another, shall, in consequence of any law or regulation therein, be discharged from such service or labor, but *shall be delivered up on claim of the party to whom such service or labor may be due.*"—(Article IV, § 2.)

John Quincy Adams has already remarked that in this much debated clause the laws of grammar are violated in order to assert the claim of property in man, for the words "no person" are the noun with which the words "shall be delivered up" are the agreeing verb, and thus the grammatical interpretation actually forbids the rendition. It is on this jumble and muddle of words that a superstructure of wrong has been built. Even bad grammar may be disregarded, especially in behalf of human rights; but it is worthy of remark that, in this clause of the Constitution, an outrage on human rights was begun by an outrage on language.

But, assuming that this clause is not invalidated by its bad grammar, it is often insisted, and here the committee concur, that, according to the best rules of interpretation, it cannot be considered as applicable to fugitive slaves; since, whatever may have been the intention of its authors, no such words were employed as describe fugitive slaves *and nobody else*. It is obvious that this clause, on its face, is applicable to apprentices, and it is known historically that under it apprentices have been delivered up on the claim of the party to whom "their service or labor" was due. It is, therefore, only by going behind its primary signification, and by supplying a secondary signification, that this clause can be considered as applicable to fugitive slaves. On any common occasion, not involving a question of human rights, such secondary signification might be supplied by intendment; but it cannot be supplied to limit or deny human rights, especially to defeat liberty, without a violation of fundamental rules which constitute the glory of the law.

ıced at last by Lord Mansfield, under the benevolent pressure of Gran-
ıarp, in the renowned *Somersett* case, where this great magistrate decided
avery could not exist in England. His words on that occasion cannot be
:n quoted as an illustration of the true rule of interpretation. "The state
very," he said, "is of such a nature that it is incapable of being intro-
on any reasons, moral or political, *but only by positive law.* It is so odi-
at nothing can be suffered to support it *but positive law.*"—(*Howell's*
Trials, vol. 20, p. 82.) Of course, therefore, the authority for Slavery
: be derived from any words of doubtful signification. Such words are
positive." And clearly, by the same rule, *if the words are susceptible of*
ifferent significations, that must be adopted which is hostile to Slavery.
ıe same principle was also recognized by Chief Justice Marshall in our
Supreme Court, when he said, "*where rights are infringed* *
gislative intention must be expressed with *irresistible clearness* to induce a
of justice to suppose a design to effect such objects."—(2 *Cranch's Rep.*,
Obviously in a clause which is capable of two meanings there can be no
'irresistible clearness" as would justify an infringement of human rights.
t Lord Mansfield and Chief Justice Marshall were simply giving a practi-
plication to these venerable maxims, which are cherished in America as in
ınd. It is not necessary to repeat them now at length. They are sub-
ally embodied in the words, *Angliæ jura in omni casu libertati dant fa-*
—the laws of England, *in every case*, show favor to liberty; and also, in the
of Fortescue, *Impius et crudelis judicandus est qui libertati non favet*—he
e adjudged impious and cruel who does not favor liberty. By such les-
ıll who administer justice have been warned for centuries against any sacri-
f human rights. Even Blackstone, whose personal sympathies were with
:, was led to declare in most suggestive words worthy of a commentator
nglish law, that "the law is always ready to catch at anything in favor of
y."—(2 *Black.-Com.*, 94.) And Hallam, whose instincts were always for
ım, has adopted and vindicated this rule of interpretation as a pole-star of
tional liberty. "It was," says this great author, "by dwelling on all au-
ies in favor of liberty, *and by setting aside those which were against it,*
ur ancesters overthrew the claims of unfounded prerogative."—(*Constitu-*
' *History of England*, vol 3, p. 380.) Nor can it be doubted that this con-
helped to build in England those safeguards of freedom which have been

taken.—(*Coke Litt.*, 42 *a.*) And Vattel says that "we should particularly gard the famous distinction of things *favorable* and things *odious*," and the assumes that "we must consider as *odious* everything that, in its own nat is rather hurtful than of use to the human race"—(*Vattel Law of Na B.* 2, ch. 17, p. 300.) But the clause of the Constitution, which has been m the apology of the Fugitive Slave act, is clearly open to "two constructio according to the language of Dr. Webster, or a "double intendment," acc ing to the language of Lord Coke—"the one favorable and the other odio Thus far in our history, under the malignant influence of Slavery, the odi construction or intendment has prevailed.

There is also another voice which must be heard in determining the mean of a doubtful clause. It is the Preamble which, by solemn declaration, on threshold proclaims the spirit in which the Constitution was framed, and nishes a rule of interpretation. "*To establish justice*, insure domestic tranquill provide for the common defense, *promote the general welfare, and secure blessings of liberty* to ourselves and our posterity," such are the declared jects of the Constitution, which must be kept present to the mind as we read various provisions. And every word must be so interpreted as best to upl these objects. The Preamble would be powerless against any "positive" sanc of Slavery by unequivocal words; but, on the other hand, any attempted s tion of Slavery by words which are not "positive" and unequivocal, must powerless against the Preamble which, in this respect, is in harmony with ancient maxims of the law.

ANALYSIS OF THE WORDS OF THE FUGITIVE CLAUSE.

But looking more minutely at the precise words of this clause, we s see how completely it is stamped with equivocation from beginning to Every *descriptive word it contains is double in its signification.* But the cl may be seen, first, in what it does not contain; and, secondly, in what it contain. It does not contain, the word "slave" or "slavery," which singly exclusively denotes the idea of property in man. Had either of these f words been employed, there would have been no uncertainty or duplicity. in abandoning these words all idea of property in man was abandoned a Other words were adopted simply because they might mean something e and therefore would not render the Constitution "odious" on its face. But unquestionable fact that these words might mean something else makes it im sible for them to mean "slave" or "slavery," unless in this behalf we set a the most commanding rules of interpretation. It is clear that the author this clause attempted an impossibility. They wished to secure Slavery wit plainly saying so; but such is Slavery that it cannot be secured without pla saying so. Naturally and inevitably they failed, as if they had attempte describe black by words which might mean white, or to authorize crime words which naturally mean something which is not crime. The thing c not be done. The attempt to square the circle was not more absurd.

The clause begins with the descriptive words "no *person* held to servic labor in one State under the laws thereof." Now a slave is not a "pers with the rights of persons, but a *chattel* or *thing*. Such is the received defini of the slave States, handed down from Aristotle. He is not "held to ser or labor," but he is held as property. The terms employed describe an app tice but not a slave. And he must be held "under the laws" of a State. again is the case of an apprentice, who is clearly held "under the laws" State. But we have the authority of Mr. Mason of Virginia, for saying tha proof can be adduced that Slavery in any State "is established by *existing la* (*Congressional Globe*, vol. 22 part 2, p. 1584—31st Congress, 1st sessi And the person thus described shall not "be *discharged* from such servic

Clearly an apprentice is discharged, but a slave is manumitted or ıated. And this undischarged person "shall be delivered up on *claim* of ty to whom such service or labor may be *due*." But all these words *ɔntract*, or at least *debt*, as in the case of apprentices. The slave can "service or labor" to his master. There is nothing in their relations out h any such obligation can spring. The whole condition *stands on force* hing else. It is robbery tempered by the lash—not merely robbery of fruits of industry, but robbery of wife and child. To such a terrible ion the language of *contract* or *debt* is totally inapplicable. Nothing 'due" from a slave to a master, unless it be something of that resistance ıts which is obedience to God. It is absured to say that "labor or ser- ı any sense, whether of justice or of law, can be "due" from him. The wer which takes wife and child may exact this further sacrifice; but ıuse it is "due."

is the truth with regard to this much-debated clause. As we bring it ıuch stone of unquestioned rules of interpretation its *odious* character ırs, and we are astonished that the public mind could have been per- with regard to it, for so long a period. Nobody can doubt that this *ıay* be interpreted in favor of freedom so as to exclude all idea of pro- man. But if it *may*, such is the voice of freedom, it *must*.

'SE OF TIME CAN DEFEAT AN INTERPRETATION IN FAVOR OF LIBERTY.

ıst this interpretation, so overpowering in reason and authority, it can jection that thus far, Slavery has prevailed. There is no statute of n and no prescription against the undying claims of liberty. Rejected cted in one generation they may be revived in another; nor can they red by any desuetude. This objection was impotent to prevent Lord d from declaring that Slavery could not exist in England, although ly, under a false interpretation of the British constitution, sustained by ɛssional opinions of Talbot and Yorke, and by the judgment of the the bench, under the name of Lord Hardwicke, African slaves had l in the streets of London, and advertised for sale in the English pa- a period full as long as that which has witnessed the false interpretation onstitution. But as length of time did not prevail against a true inter- ı of the British Constitution, in the case of *Somersett*, it ought not to ıgainst a true interpretation of our Constitution now.

is no chemistry in time to transmute wrong into right. Therefore, the ıestion on the Constitution is still open, as on the day of its adoption. ɛs of mis-interpretation are of no value; at least, they cannot settle the against liberty. Such was the noble declaration of Charles James the British Parliament, when, in words strictly applicable to the present , he said: "Whenever any usage appeared subversive of the Constitu- t had lasted for one or two hundred years, *it was not a precedent, but a on.*"—(*Fox's speeches*, vol. 4, p. 131, *December* 23, 1790.) And such aracter of every instance in which our Constitution has been perverted on Slavery.

ɜRVERSIONS WITH REGARD TO ORIGIN OF THE FUGITIVE CLAUSE.

slight examination will show the perversions which have prevailed, also, ard to the origin and history of this clause. Not content with impart- a meaning which it cannot bear, the partisans of Slavery have given to ɜe an origin and history which have no foundation in truth.

been common to assert that the clause was intended to remove or coun- me difficulty which had occurred anterior to the Convention. But there

is no evidence of any such difficulty. There was no complaint. Not a single voice was raised in advance to ask any such security.

It has also been asserted, with peculiar confidence, that this clause interpreted as requiring the rendition of fugitive slaves constituted one of the original compromises of the Constitution, without which the Union could not have been formed. This pretension, it will be perceived, makes an asserted stipulation for the rendition of fugitive slaves, one of the corner-stones of the Union. To this discreditable imputation upon the fathers of the republic the Supreme Court seems to have lent the sanction of its authority when it declared in the famous *Prigg case* (16 *Peters's Rep.*, 610) not only "that the object of this clause was to secure to the slaveholding States the complete right and title of ownership in their slaves *as property* in every state in the Union into which they might escape;" but that the full recognition of this right and title "was so essential to the preservation of their domestic interests and institutions, that it cannot be doubted *that it constituted a fundamental article, without the adoption of which the Union could not have been formed.*" Mark the way in which this extraordinary statement is ushered in—"It cannot be doubted!" But it is doubted, and more too. Chief Justice Taney, at a later day, put forth the statement that during the Revolution it was an accepted truth that "colored men had no rights which white men were bound to respect;" and this statement was said to stand on authentic history; but it is now exploded, and the other statement must share the same fate. A careful inquiry will show that it is utterly without support in the records of the Convention, where the real compromises are revealed; nor is there a single pamphlet, speech, article, or published letter of the time, out of which any such thing can be inferred. Surely, if this provision had been of such controlling importance, it would have been noticed at least in the *Federalist* when its writers undertake to describe and group the powers of Congress which "provide for the harmony and proper intercourse among the States;" but the *Federalist* is entirely silent with regard to it. And yet we are gravely told "it cannot be doubted" that this provision "constituted a fundamental article, without the adoption of which the Union could not have been formed." The frequent repetition of this assertion has caused a common belief that it was history instead of fable.

But the actual compromises of the Constitution are well known. They were three in number. One established the equality of all the States in the Union by securing an equal representation in the Senate for the small States and large States. Another allowed representatives to the slave States according to the whole number of free persons and "three-fifths of all other persons," in consideration that direct taxes should be apportioned in the same way. Another was the bargain by which the slave trade was tolerated for twenty years, in consideration of commercial concessions to the "Eastern members." Such are the actual compromises of the Constitution, with regard to which there is evidence. But imagination or falsehood is the only authority for adding the rendition of fugitive slaves to this list.

THE TRUE ORIGIN OF THE FUGITIVE CLAUSE.

The debates of the Convention attest beyond question the little interest in this clause at the time. In all the general propositions or plans successively brought forward from the meeting of the Convention on the 25th May, 1787, there was no allusion to fugitive slaves; nor was there any allusion to them, even in debate, till as late as the 28th August, when, as the Convention was drawing to a close, they were incidentally mentioned in a discussion on another subject. The question was on the article providing for the privileges of citizens in different States. Here is the authentic report by Mr. Madison of what was said:

"General (Charles Cotesworth) Pinckney was not satisfied with it. He

seemed to wish some provision should be included in favor of property in slaves."—*Madison Papers*, p. 1447.

But he made no proposition. Mark the modesty of the suggestion. Here was no offer of compromise—not even a complaint, much less a suggestion of corner-stone. The next article under discussion provided for the surrender of fugitives from justice. Mr. Butler and Mr. Charles Pinckney, both from South Carolina, now moved openly, but without any offer of compromise, to require "fugitive slaves and servants to be delivered up like criminals." But the very boldness of the proposition drew attention and aroused opposition

Mr. Wilson, of Pennsylvania, afterwards the eminent judge and lecturer on law, promptly remarked: "This would oblige the executive of the State to do it *at the public expense.*"

Mr. Sherman, of Connecticut, followed in apt words, saying that "he saw no more propriety in the public seizing and surrendering a slave or servant than a horse."

Under this proper pressure the offensive proposition was withdrawn. The article for the surrender of criminals was then adopted. On the next day, August 29, Mr. Butler showed that the lovers of liberty had not spoken in vain. *Abandoning the idea of any proposition openly requiring the surrender of fugitive slaves*, he moved an *equivocal* clause substantially like that now found in the Constitution, which, without debate or opposition of any kind, was unanimously adopted, or, according to the report of Mr. Madison, *nem. con.* What could not be done directly was attempted indirectly; and the partisans of Slavery contented themselves, according to the teachings of old Polonius, with language which only "by indirection finds direction out." But no "indirection" can find Slavery out. The language which sanctions such a wrong must be "direct." Therefore, at the moment of seeming triumph, the partizans of Slavery failed.

Such is the indubitable origin of a clause which latterly has been declared to be a compromise of the Constitution and a corner-stone of the republic. That a clause for the hunting of slaves was recognized at the time as compromise or corner-stone, is an absurdity disowned alike by history and by reason. That the clause was adopted *nem. con.*, with the idea that, *according to any received rules of interpretation*, it could authorize the hunting of slaves, it is difficult to believe. The very statement that it was adopted *nem. con.* shows that it must have been regarded, *according to received rules of interpretation*, as having no "positive" character; for there were eminent members of the Convention who, according to their declared opinions, could never have consented to any such proposition, if it had been supposed for a moment to turn the republic which they were then organizing into a mighty slave-hunter. There sat Gouverneur Morris, who only a short time before exclaimed, in the Convention: "*He never would concur in upholding domestic Slavery.* It was a nefarious institution. It was the curse of Heaven on the State where it prevailed." There sat Oliver Ellsworth, afterwards Chief Justice, who said, in words which strike at all support of Slavery by the national government: "The morality or wisdom of Slavery are considerations belonging to the States themselves." There sat Elbridge Gerry, afterwards Vice-President, who openly declared that "we had nothing to do with the conduct of the States as to Slavery; *but we ought to be careful not to give any sanction to it.*" There sat Roger Sherman, who avowed that he was "opposed to any tax on slaves imported, as making the matter worse, *because it implied they were property.*" And, greatest of all, there sat Benjamin Franklin, who by character and conviction, in every fibre of his moral and intellectual being, was pledged against any sanction of Slavery. Who can suppose that these wise and illustrious patriarchs of liberty all consented, *nem. con.*, not only to sanction Slavery and to recognize property in man, but to put a kennel of bloodhounds into the Constitution, ready to hunt the flying bondman? They did no

such thing; or, if it is insisted, *contrary to received rules of interpretation*, that such must be the signification of their language, clearly they did not understand it so. Doubtless, there were members of the convention who, in their passion for Slavery, cheered themselves with the delusion that they had adequately described, in "positive" terms, the pretension which they hoped to embody in the Constitution; but the *legal meaning* of this provision must be determined, not by the passion of such persons, but by the actual language employed, according to received rules of interpretation, from which there is no appeal. Other rules may be set aside as inapplicable; but the rule which, in presence of any doubtful phrase, any indirect language, or any word capable of a double sense, requires that it shall be interpreted *in favor of liberty*, is the most commanding of all.

Thus, when this clause took its place in the Constitution *nem. con.*, it was clearly as a cipher. It meant nothing—or at least nothing odious. But this conclusion becomes still more apparent in the light of two special incidents, which cannot be forgotten in determining the validity of any claim for Slavery under equivocal words of the Constitution. The first is the saying of Mr. Madison, which he has recorded in the report of the Convention, that "it was wrong to admit in the Constitution the idea of property in man." Admirable words, constituting a binding rule of interpretation! And yet, in the face of this declaration, it has been insisted that the "idea of property in man" is embodied in the double-faced words of the fugitive clause. But as the words are susceptible of two meanings, clearly they should be interpreted so as to exclude what was "wrong." The other incident furnishes the same lesson, in a manner more pointed still. It appears that, on the 13th of September, 1787, a fortnight after the fugitive clause was adopted in its earliest form, and while the convention was considering the report of its committee on style, "On motion of Mr. Randolph, the word *servitude* was struck out, and *service* unanimously inserted; the former being thought to express the condition of slaves, *and the latter free persons*."—(Madison Papers, September 13.) Thus the word "service" ceases even to be equivocal, for it was unanimously adopted as expressing "the condition of free persons." And such it would have continued to express always, if Slavery had not unhappily triumphed over our government in all its departments, executive, legislative and judicial.

It is not doubted that at home in the Slave States the fugitive clause was interpreted as applicable to slaves and that this asserted license was at times mentioned as a reason for the adoption of the Constitution. Even Mr. Madison, who had declared in the National Convention "that it was wrong to admit in the Constitution the idea of property in man," argued afterwards in the Virginia Convention that "this clause was expressly inserted to enable owners of slaves to reclaim them."—(*Eliot's Debates*, vol. 3, p. 453)—all of which was doubtless true, but the question still occurs as to the constitutional efficacy of the clause. Mr. Iredell, who was not a member of the National Convention, undertook in the North Carolina Convention to explain what it had done. He said that the clause was intended to include slaves, but he added, "the northern delegates, *owing to their particular scruples* on the subject of Slavery, did not choose the word *slave* to be mentioned."—(*Ibid*, vol. 4, p. 176)—so that on the very statement of this expositor the question naturally arose whether slaves were really included. In the South Carolina Convention, General Pinckney, who in the National Convention had first dropped the idea of "some provision in favor of property in slaves," boasted that this had been obtained; but he added, in suggestive words, "we have made the best terms for the security of this species of property it was in our power to make *We would have made better if we could*."—(*Ibid*, vol. 4, p. 286.) True enough. The slave-masters got all they could. If possible they would have got more. But the question still recurs wether in this equivocal provision they got anything. In the

National Convention they adopted a clause which was only another illustration of "Mr. Facing—both—ways." At home, in their local conventions, they courageously insisted that it forced only one way. It is an old dramatist who tells us that "there is a moral in a *villan out-witting himself;*" and Falstaff exclaims, in familiar words, "see how wit may be made a jackanapeses when it is upon an ill-employ." Clearly, the wit of the slave-masters was "in ill-employ" when it sought to foist Slavery into the text of the Constitution, and it is easy to see that all who engaged in the work were like "the villain out-witting himself." Whatever they may have thought or boasted the thing was not done.

From this review of the origin of the fugitive clause, and the circumstances which attended its adoption, it is apparent that it has been the occasion of infinite exaggeration and misrepresentation. Like a Pagan idol, it has been worshipped and covered with gifts; but the prevailing superstition which sustained the imposture has at last disappeared, and we see nothing but a vulgar image of painted wood.

LEGISLATION FOR THE RENDITION OF FUGITIVE SLAVES.

From the clause in the Constitution, the committee pass to a consideration of the legislation founded upon it. Of course, if the clause has been misunderstood, no legislation can derive any validity from it. *Nothing can come out of nothing;* and since there is nothing in the Constitution requiring the rendition of fugitive slaves by the national government, there can be no authority for any legislation by Congress on the subject. Therefore, the argument against the existing statutes is complete. But, on such an occasion, when it is proposed to reverse an early policy of the government, the committee are unwilling to stop here. It is important that these statutes should be considered in their history and character.

As early as 1793, while Congress was sitting in Philadelphia, provisions for the surrender of fugitive slaves were fastened upon a bill for the surrender of fugitives from justice, and the whole was adopted, apparently with very little consideration. Thus, accidentally, Congress undertook to assume the *odious* power to organize slave-hunting. But the act was scarcely passed before the conscience of people, not only at the north, but even in Maryland, began to be aroused against it. Granville Sharp, who, in England, so bravely maintained our national cause as well as the cause of the slave, addressed a letter to the Maryland "Society for Promoting the Abolition of Slavery and the Relief of Free Negroes, and others unlawfully detained in bondage," in which he set forth elaborately those binding rules of interpretation, which, according to English law, require a court to incline always in favor of liberty. This letter purports to have been published as a pamphlet, by order of the society, and to have been printed at Baltimore, near the court-house, by D. Graham, L. Yandy, and W. Patten, in 1793. In a brief preface, the Maryland society thus reveal the trials attending the new fugitive slave act:

"Still Slavery exists, and *in the case of slaves escaping from their masters,* the friends of universal liberty are often embarassed in their conduct by a conflict between their principles and *the obligations imposed by unwise and perhaps unconstitutional laws.*"

Such is a contemporary record of the sensibilities of a slave State on this occasion; and let it be mentioned to the honor of Maryland. But it is reasonable to suppose that the sensibilities of States further north were touched still more. Mr. Quincy, whose living memory embraces this early period, tells us that, when an enforcement of this act was attempted in Boston, the crowd which thronged the room of the magistrate, quietly and spontaneously, opened a lane for the fugititive, who was thus enabled to save himself from Slavery, and also to save the country from the dishonor of such a sacrifice. Almost at the same time, in the patriotic State of Vermont, a judge of the supreme court of the State,

on application for the surrender of an alleged slave, accompanied by documentary evidence, refused to comply, *unless the master could show a bill of sale from the Almighty.* Such was the popular feeling which this earlier legislation encountered.

There is authentic evidence that this popular feeling was recognized by President Washington as a proper guide on an occasion when he was personally interested. A slave of Mrs. Washington had escaped to New Hampshire. The President, in an autograph letter which has been produced in the Senate, addressed to Mr. Whipple, the collector at Portsmouth, and dated at Philadelphia, November 28, 1796, after expressing the desire of "her mistress" for the return of the slave, lays down the following rule of conduct:

"I do not mean, however, by this reqeust, that *such violent measures* should be used *as would excite* a mob or riot, which might be the case if she has adherents, *or even uneasy sensations in the minds of well-disposed citizens.* Rather than either of these should happen, I would forego her services altogether; and the example, also, which is of infinite more importance.

"GEORGE WASHINGTON."

The fugitive never was returned; but lived to a good old age—down to a recent period—a living witness to that public opinion which made even the mildest of fugitive slave acts a dead letter.

At last, in 1850, after the subject of Slavery had been agitated in Congress without interruption for nearly twenty years, a series of propositions was adopted, which were solemnly declared to be *compromises* by which all the questions concerning Slavery were permanently settled, so as never again to vex the country—as if any question could be permanently settled except on the principles of justice. But the "gruel" was adopted, and among its ingredients "for a charm of powerful trouble" was a new fugitive slave act, first reported from the Committee on the Judiciary by Mr. Butler, of South Carolina, but afterwards amended by a substitute from Mr. Mason, of Virginia, so as to become substantially his measure. It is not necessary now to mention its details. Suffice it to say that in these, as well as in its general conception, it was harsh, cruel, and vindictive. Few statutes in all history have been so utterly inhuman; not excepting even those British statutes for the oppression of the Irish Catholics, which are pictured by Edmund Burke in words strictly applicable to the monstrosity of our country:

"It is truly a barbarous system, where all the parts are an outrage on the laws of humanity and the rights of nature; it is a system of elaborate contrivance, as well fitted for the oppression, imprisonment, and degradation of a people and the debasement of human nature itself, as ever proceeded from the perverted ingenuity of man."

And such unquestionably was the fugitive slave act of 1850, which is still allowed to remain on the statute book, a blot upon our country and our age.

Where a measure is so plainly repugnant to reason and to authority, and on the face of it has so little foundation in the Constitution, any elaborate argument against it seems superfluous, especially at this moment, when Slavery everywhere is yielding to freedom. The general conscience condemns the inhuman statute, and this is enough.

But it is important to go further in order to exhibit the extent to which the country has been deceived on this subject. Therefore, briefly the committee will call attention to the constitutional objections.

UNCONSTITUTIONAL USURPATION OF POWER BY CONGRESS.

Forgetting, then, for the moment, the preamble of the Constitution, which speaks always for justice and liberty; forgetting also the venerable maxim of

the law, that "we must incline always in favor of freedom," and also that other maxim, that "he is impious and cruel who does not favor freedom;" refusing, according to the requirement of law, "to catch at anything in favor of liberty;" and, in spite of all received rules of interpretation, assuming that the words of the fugitive clause adequately define fugitive slaves, the question then arises, if this clause thus defiantly interpreted confers any power upon Congress.

Clearly not.

Search the Constitution and you will find no grant, general or special, conferring upon Congress the power to legislate with regard to fugitives from service or labor. In the catalogue of powers belonging to Congress, this power is not mentioned; nor does it appear in any special grant. There is nothing in the clause itself; there is nothing in any other clause applicable to this pretended power. The whole subject is left to stand on a clause which, whatever may be its meaning otherwise, is obviously on its face only a *compact*, and not a grant of power. And in this respect it differs on its face from other provisions of the Constitution. For instance, Congress is expressly empowered "*to establish a uniform rule* of naturalization, and *uniform laws* on the subject of bankruptcies, *throughout the United States.*" Without this grant these two important subjects would have fallen within the control of the States, the nation having no power *to establish a uniform rule* thereupon. But, instead of the existing compact on fugitive from service or labor, it would have been easy, had any such desire prevailed, to add this case to the provision on naturalization and bankruptcies, and to empower Congress *to establish a uniform rule for the surrender of fugitives from service or labor throughout the United States.* Then would Congress have had unquestionable jurisdiction over this subject. But nobody in the Convention—not one of the hardiest partisans of Slavery—presumed to make this proposition. Had it been made, it is easy to see that it must have been most unceremoniously dismissed.

The genius of common law, to which our ancestors were devoted, would have cried out against any such concession. If we refer to its great master, Lord Coke, from whose teachings in that day there was no appeal, we shall find its living voice. In the Third Institute (p. 189) he thus expresses himself: "It is holden, and so it hath been resolved, *that divided kingdoms under several kings in league one with another, are sanctuaries for servants* or subjects flying for safety from one kingdon to another, and upon demand made by them are not, *by the laws and liberties of kingdoms*, to be delivered." Unquestionably, if such "sanctuaries" may be overturned, it can be only in a manner consistent with the "laws and liberties" of the States where the fugitive may be found, and not through the exercise of a domineering prerogative by Congress.

Whatever may be the real meaning of the clause in other respects, it is obvious that it is a *compact* with a *prohibition* on the States, *conferring no power on the nation.* In its natural signification it is a compact. According to the examples of other countries, and the principles of jurisprudence, it is a compact. All arrangements for the surrender of fugitives have been customarily compacts. Except under the express obligations of treaty, no nation is bound to surrender fugitives. Especially has this been the case with fugitives for freedom. In medieval Europe, cities refused to recognize this obligation in favor of persons even under the same national government. In 1531, while the Netherlands and Spain were united under Charles V, the supreme council of Mechlin rejected an application from Spain for the surrender of a fugitive slave. By express compact alone could this be secured. But the provision of the Constitution was borrowed from the ordinance of the Northwestern Territory, which is expressly declared to be a "compact;" and this ordinance, finally drawn by Nathan Dane, of Massachusetts, was again borrowed, in some of its distinctive features, from the early institutions of Massachusetts, among which, as far back as 1643, was a compact of like nature with other New England States. Thus

this provision is a compact in language, in nature, and in its whole history; as we have already seen, it is a compact according to the intentions of our fathers and the genius of our institutions.

There are two instances of compacts in history which will illustrate the present words. The first is found in a treaty of peace between Alexander Comnenus, Greek Emperor of Constantinople, and Oleg, King of Russia, in the year of the Christian era 902, as follows:

"If a Russian slave take flight, or even if he is carried away by any one under pretence of having been bought, his master shall have the right and power to pursue him, *and hunt for and capture him* wherever he shall be found; and any person who shall oppose the master in the execution of this right *shall be deemed guilty of violating this treaty*, and be punished accordingly."

This compact, made in the unequivocal language of a barbarous age, has long long since ceased to exist, and now, in our own day, Russia disdains to own a slave.

The other instance is the compact between the New England colonies in 1643, being one of the "articles of confederation between the plantations under the government of the Massachusetts, the plantations under the government of New Plymouth, and the plantations under the government of Connecticut." Here it is:

"*It is also agreed*, that if any servant run away from his master into any other of these confederated jurisdictions, that in such case, upon the certificate of one magistrate in the jurisdiction out of which the said servant fled, or upon other due proof, the said servant *shall be delivered* either to his master or any other that pursues and brings such certificate or proof."—(Plymouth Colony Records, vol. 9, p. 6. See, also Ancient Charters of Massachusetts, p. 722.)

Here, by words of *agreement*, less frank and unequivocal than those of the earlier time, fugitives are to be delivered up. But this compact, like its Russian prototype, has long since ceased to exist.

Unquestionably the fugitive clause of the Constitution, whether applicable to fugitive slaves or not, was never intended to confer power upon Congress, but was simply a *compact* to receive such interpretation as the States where it was enforced might choose to adopt.

AUTHORITIES AGAINST THE POWER OF CONGRESS.

But the committee do not leave this conclusion to rest merely on unanswerable reason. There are authorities on the subject which add to the testimony.

Here are the words of Chancellor Walworth, of New York, in a judgment pronounced in 1835, before this subject had become the occasion of political strife. This testimony of the learned chancellor is the more important, when it is considered that he has always acted politically with that democracy which has been such a support to Slavery:

"I have looked in vain among the powers delegated to Congress by the Constitution for any general authority to that body to legislate on this subject. It certainly is not contained in any express grant of power, and it does not appear to be embraced in the general grant of incidental powers contained in the last clause of the Constitution relative to the power of Congress. The law of the United States respecting fugitives from justice and fugitive slaves is not a law to carry into effect any of the powers expressly granted to Congress, or any other power vested by the Constitution in the government of the United States, or any department or officer thereof."—(*Jack* vs. *Martin*, 14 *Wendell*, 525.)

Here, also, are the words of Chief Justice Hornblower, of New Jersey, in a judgment pronounced in 1836. Having shown that the clause in question confers no power on Congress, he proceeds as follows:

"In short, if the power of legislation upon this subject is not given to Congress in the second section of the fourth article of the Constitution, it cannot

then, be found in that instrument. The last clause of the eighth section of the first article gives to Congress a right to make all laws which shall be necessary and proper for carrying into execution *all the powers* vested by the Constitution in the government of the United States, or in any department or officer thereof. But the provisions of the second section of the fourth article of the Constitution covered no grant to, confides no trust and vests *no powers* in, the government of the United States. The language of the whole of that section is to establish certain principles and rules of action by which the contracting parties are to be governed in certain specified cases. The stipulations respecting the rights of citizenship and the delivery of persons fleeing from justice or escaping from bondage *are not grants of power* to the general government, to be executed by it in derogation of State authority, but they are in the nature of treaty stipulations, resting for their fulfilment upon the enlightened patriotism and good faith of the several States." * * "The argument in favor of congressional legislation, founded on the suggestion that some of the States might refuse a compliance with these constitutional provisions, or neglect to pass laws to carry them into effect, *is entitled to no weight.*"—(*The State* vs. *The Sheriff of Burlington, in Hab. Corp.*)

Afterwards, in a published letter of 1852, the chief justice says:

"Be assured, my dear sir, my judgment, whatever it may be worth, has been for years, and now is, in perfect accordance with yours in relation to the unconstitutionality of the fugitive slave laws of 1793 and 1850."

Other judicial opinions might be adduced; but as they have been given since the controversy on this question has raged, they would be less regarded.

But there are other opinions pronounced in the Senate, which, from the characters of their authors, are entitled to peculiar consideration.

It will be remembered that Mr. Webster gave his support to the fugitive slave act of 1850; but, whatever may have been his vote, so far as his personal authority could go, *he condemned this act as unconstitutional.* Here is his opinion, expressed in the famous speech of the 7th March, 1850:

"I have always thought that the Constitution addressed itself to the legislatures of the States, or to the States themselves. It says those persons escaping into other States shall be delivered up, and I confess I have always been of the opinion that that was an injunction upon the States themselves. It is said that a person escaping into another State, and coming, therefore, within the jurisdiction of that State, shall be delivered up. *It seems to me that the plain import of the passage is that the State itself, in obedience to the injunction of the Constitution, shall cause him to be delivered up. This is my judgment, and I have always entertained it, and I entertain it now.*"

"I have always entertained it, and I entertain it now." Such are the emphatic words by which Mr. Webster declares his judgment of the unconstitutionality of this act.

But he was not alone. Mr. Mason, the actual author of the act of Congress, thus exposed its unconstitutionality in the very speech by which he introduced it.

"In my reading of these clauses of the Constitution for extradition of fugitives, of both classes *I advance the confident opinion* that it devolves upon the States the duty of providing by law both for their capture and delivery. * * * I say, then, sir, that the true intent of the Constitution was to devolve it upon the States as a federal duty to enforce, by their own laws, within their respective limits, both these clauses of extradition."—(*Congressional Globe*, vol. 21, part 1, pp. 234–'5, January 28th, 1850.)

And Mr. Butler, of South Carolina, at a later day, said:

"Under the Constitution each State of itself ought to provide for the rendition of all fugitives from labor to their masters. *This was certainly the design of the Constitution.*"—(*Congressional Globe*, June 26, 1854.)

Such are some of the authorities, judicial and political, by which the power of Congress over this subject is denied. And yet, in the face of all authority, and in defiance of reason, Congress assumed this power. It was done at the demand of Slavery, and for the protection of Slavery. Of course, such an assumption of undelegated power was a usurpation at the time, and it is a usurpation still—doubly hateful when it is considered that it is a usurpation in the name of Slavery. It is hard to think that Congress was driven to an unconstitutional assumption in such a cause, and that, contrary to sovereign rules of interpretation, it was constrained to lean to Slavery rather than to freedom. But the time has come at last when it may recover the attitude which belongs to it under the Constitution.

In advising the repeal of the fugitive slave act, it is enough to show that it is founded on a usurpation by Congress of power not granted by the Constitution. But even admitting the power, a slight examination will show that it has been executed in defiance of the Constitution.

The constitutional objections to the fugitive slave act are abundant. It is not too much to say, that in every section and at every point it is repugnant to admitted principles of constitutional law.

UNCONSTITUTIONAL DENIAL OF TRIAL BY JURY.

Foremost among these objections it is proper to put the denial of a trial by jury to the fugitive, whose liberty is in question. It is well known that Judge Story, who pronounced the opinion of the Supreme Court affirming the constitutionality of the early fugitive slave act, declared that the necessity of a trial by jury had not been argued before the court, and that in his opinion this was still an "open question."—(*Story's Life and Letters*, vol. 2, p. 396.) It has never been argued since; but it is difficult to say that it is still an "open question." The battles of freedom are never lost, and the longer this right has been denied the more its justice has become apparent, until at last it shines resplendent beyond all contradiction. Even if there were any doubt of the obligation of Congress, there can be no doubt of the power. Nobody denies that Congress, if it legislates on this matter, *may* allow a trial by jury. But here again, if it *may*, so overwhelming is the claim of justice, it MUST.

The text of the Constitution leaves the case beyond question. And here, on the threshold, two necessary incidents of the delivery may be observed: First, it must be made in the State where the fugitive is found; and, secondly, it restores to the claimant his complete control over the person of the victim, so that he may be conveyed to any part of the country where it is possible to hold a slave, or he may be sold on the way. From these circumstances, it is evident that the proceedings cannot be regarded, in any just sense, as preliminary or auxiliary to some future formal trial, as in the case of the surrender of a fugitive from justice, but as complete in themselves, final and conclusive.

It is because of the contempt with which, to the shame of our country, under the teachings of Slavery, men have thus far regarded the rights of colored persons, that courts have been willing for a moment to recognize the constitutional right to hurl a human being into bondage, without a trial by jury. Had the victims, in point of fact, been white, it is easy to see that the rule would have been different. But it is obvious that under the Constitution, the rule must be the same for all, whether black or white.

On the one side is a question of property; on the other side is the vital question of human freedom in its most transcendent form; not merely freedom for a day or a year, but for life, and the freedom of generations that shall succeed so long as Slavery endures. But whether viewed as a question of property or a question of human freedom, the requirement of the Constitution is equally explicit, and it becomes more explicit as we examine its history. It is well known that at the close of the national Convention Elbridge Gerry refused to sign the

Constitution, because, among other things, it established "a tribunal *without juries*—a star chamber as to civil cases." Many united in this opposition, and on the recommendation of the first Congress an additional safeguard was added in the following words: "In *suits at common law*, where the value in controversy shall exceed twenty dollars, *the right of trial by jury shall be preserved.*" Words cannot be more positive.

Three conditions, according to this amendment, are necessary. *First*, there must be "a suit." But the Supreme Court, in the case of *Cohens* vs. *Virginia*, (6 Wheaton, 407,) have defined a suit to be "the prosecution of some *claim*, demand, or request," thus affirming that the "claim" for a fugitive is "a suit." *Secondly*, there must be a suit "at common law." But here again the Supreme Court, in the case of *Parsons* vs. *Bedford*, (3 Peters, 456,) while considering this very clause, has declared that "in a just sense this amendment may well be construed to embrace all suits which are not of equity or admiralty jurisdiction, *whatever may be the peculiar form which they may assume to settle legal rights;*" and clearly, since the claim for a fugitive is not a suit in equity or admiralty, but a suit to settle what are called "legal rights," it must, of course, be "a suit at common law." *Thirdly*, the value in controversy must "exceed twenty dollars." But here again the Supreme Court in the case of *Lee* vs. *Lee*, (8 Peters's R., 44,) on a question as to jurisdiction founded on the "value in controversy," has declared that the freedom of the petitioners, which was the matter in dispute, "was not susceptible of pecuniary valuation," showing that since liberty is above price, the claim to a fugitive always necessarily presumes that "the value in contoversy exceeds twenty dollars."

Thus, by a series of separate decisions of the Supreme Court on the three points involved in the interpretation of this clause of the Constitution, it is clear, beyond question, that the claim to a fugitive is, first, "a suit;" secondly, "at common law;" thirdly, "where the value in controversy exceeds twenty dollars;" so that trial by jury is expressly secured.

But even if the Supreme Court had been silent on this question, the argument from the old books of the common law would be unanswerable. We are told that there is nothing new under the sun. Certainly, long before our Constitution the claim for a fugitive slave was known to the common law. In early history, and down even to a late period, the slave in England was generally called a *villain*, though, in the original Latin forms of judicial proceedings, *natirus* implying Slavery by birth. Of course, then, as now, the slave sometimes ventured to *escape* from his master; but the common law supplied the appropriate remedy. The claim was prosecuted by a "suit at common law," to which, as to every suit at common law, the trial by jury was necessarily attached. Blackstone, in his Commentaries, (vol. 2, p. 93,) in words which must have been known to all the lawyers of the convention, said of *villains:* "They could not leave their lord without his permission; but, *if they ran away* or were purloined from him, *might be* claimed *and recovered by* action, *like beasts or other cattle.*" But this word "action" of itself implies "a suit at common law," with trial by jury.

The forms of proceeding in such cases are carefully preserved in those books which constitute the authoritative precedents of the common law. There are the writs, counts, pleadings, and judgments, all ending in trial by jury. They will be found in Fitzherbert's *Natura Brevium*, (vol. 1, p. 76.) The year books and books of entries are full of them. Clearly and indisputably, in England, where the common law has its origin, a claim for a fugitive slave was "a suit at common law," recognized as such among its old and settled proceedings, as much as a writ of replevin for a horse or a writ of right for land. It follows, then, that the requirement of the Constitution, read in the illumination of the common law, naturally and necessarily embraces proceedings for the recovery of

fugitive slaves *so far as any such are instituted or allowed under the Constitution.*

And this irresistible conclusion has the support of a senator from South Carolina in an earlier period of our history, before passion had obscured reason and conspiracy against the Union had blotted out all loyalty to truth. In reply to a proposition, in 1818, to refer the claim of the master to a judge without a jury, Mr. Smith, speaking solely in the interests of property, thus expressed himself:

"This would give the judge the sole power of deciding *the right of property the master claims in his slaves, instead of trying that right by a jury, as prescribed by the Constitution.* He would be judge of matters of law and matters of fact—clothed with all the powers of a court. Such a principle is unknown in your system of jurisprudence. *Your Constitution has forbid it.* It preserves the right of trial by jury in all cases where the value in controversy exceeds twenty dollars."—(*Annals of Congress*, 15th Cong., 1st sess., vol. 1, p. 232.)

Thus, in those days, a partisan of slavery, while asserting its divine origin, and vindicating the rendition of fugitive slaves, recognized the claim of the master as a "suit at common law," to be tried by a jury; and this he *insisted* was prescribed by the Constitution. But if this senator could claim a trial by jury for the protection of his pretended property, with much greater reason might the fugitive claim a trial by jury for the protection of his liberty. Surely, now, when liberty is regaining her lost foothold in the Republic, this protection will not be denied.

OBJECTIONS TO TRIAL BY JURY.

To all this array of reason and authority there have been but two attempts at reply, so far as the committee is informed.

1. The first of these attempts asserts that the rendition of the slave under the act of Congress is a "preliminary" proceeding, in the nature of *extradition*, which does not establish any right between the parties, but simply hands the slave over to the local jurisdiction from which he escaped, and that, therefore, trial by jury is unnecessary. But this pretension is founded on a plain misapprehension. It forgets, in the first place, that by ancient authority a "claim" for a fugitive slave is unquestionably a "suit at common law," to be determined by a jury *before the judgment of rendition.* And it forgets, in the second place, that the proceedings are in no respect "preliminary;" that they do not contemplate any other trial between the parties, but that they fix absolutely the relations of the parties, making one of them master and the other slave; that the certificate of rendition is absolute and unimpeachable by any human tribunal, so that the claimant, from the moment of its issue, may assert an unqualified ownership over the fugitive; that, under this certificate, he may proceed at once to demand service and labor, and may enforce his demand by the lash; and that, instead of returning the victim to that local jurisdiction from which he is alleged to have escaped, the claimant may hurry him, chained and manacled, to some distant plantation, where the only judge will be an overseer, and the only jury will be the creatures who aid in enforcing a vulgar power. And this argument forgets, also, that this cruel judgment may be inflicted upon a freeman who, perhaps, has never left his northern home, but whose fate will be fixed beyond appeal by the certificate of a commissioner. Surely the simple statement of this case is enough.

But the very word "preliminary" suggests the inquiry, to what? Preliminary is not an adjective that supports itself. It requires an adjunct, or an abutment on which to rest. It is the beginning or introduction to some further proceeding. It is something incomplete or unfinished. If it be judicial in character, it necessarily contemplates some further judicial proceeding. The judge who pronounces a preliminary judgment must necessarily have in his mind the

judgment which is to follow, and he must recognize his relation to it. But if there is no judgment to follow; if there is no contemplation of any further judicial proceeding; if the actual proceeding is complete and finished; if it is not the beginning or introduction to any further proceeding; if there is nothing on which the adjective "preliminary" can rest, it seems absurd to call the proceeding by this name. It is essentially final, and such is the unquestionable character of the proceeding under the fugitive slave act. To call it "preliminary," and on this ground to attempt an apology for the denial of trial by jury, is only another illustration of the devices employed by Slavery to baffle the demands of freedom.

But it is still said that there may be another trial in the State whither the slave is conveyed. On this assumption it has been well remarked, that if, contrary to the general principles of law which attach to the decision of a competent tribunal a conclusive force as to the same right between the same parties, there could be any trial in the slave State, it is sufficient to observe that it is *another trial*, and in no respect a continuation and completion of the proceedings before the commissioners. The only trial possible would be an original suit brought for his freedom by the alleged slave against his *actual* master, whosoever he might be; for the claimant may have already sold him to another. But there can be no legal connexion between the two proceedings. Each is original, and must be decided on its own merits. In the one case the *actual* claimant, whosoever he may be, is plaintiff, and the slave is defendant; and in the other case, the slave is plaintiff, and the *actual* master, whosoever he may be, is defendant. And the first proceeding is preliminary to the other, only as an illegal imprisonment is preliminary to a suit for damages. The whole pretension is lost in its absurdity.

2. The second attempt at reply to the argument for a trial by jury may be given in the words of the author of the fugitive slave act himself. In the debate which occurred on its passage, Mr. Mason thus expressed himself:

"If you pass a law which shall require a trial by jury, not one man in twenty whose slave escapes will incur the risks or expense of going after the fugitive. It proposes a trial according to all the forms of the court. *A trial by jury necessarily carries with it a trial of the whole right*, and a trial of the right to service will be gone into according to all the forms of the court in determining upon any other fact. * * * This involves the detention of the fugitive in the mean time, a detention that is purely informal; and whether the jury should or should not render a righteous verdict in the end is a matter I will not inquire into, for it is perfectly immaterial, *as the delay itself would effectually defeat the right of reclamation*."—(*Congressional Globe*, vol. 22, part 2, p. 1584, 31st Congress, 1st session.)

Thus, in a question of human freedom, the delay incident to a trial by jury was unblushingly asserted as a sufficient reason for the denial of this right. On a pretension so repulsive, it is enough to say that its feebleness is exceeded only by its audacity.

The committee, therefore, put aside the attempts at reply, and confidently rest in the conclusion that the denial of trial by jury to a person claimed as a slave is an unquestionable violation of the Constitution.

UNCONSTITUTIONAL DELEGATION OF JUDICIAL POWER TO COMMISSIONERS, WHO ARE NOT JUDGES.

There is still another objection on account of unconstitutionality, which may be treated more briefly; but it is not less decisive than the two objections already considered. It is founded on the character of the magistrate to whom is committed the adjudication of the great question of human freedom, than which none greater is known to the law.

If it were a question merely of property above twenty dollars; if it were a

question of crime, involving imprisonment under the laws of the United States; especially if it were a question involving life, the trial must be by a judge duly appointed by the President, by and with the advice and consent of the Senate, holding office during good behavior, receiving for his services a fixed compensation, and bound by a solemn oath of office. But this great question of human freedom is committed to the unaided judgment of a petty magistrate, called a commissioner, appointed by the court instead of the President, holding his office during the will of the court instead of during good behavior, paid by fees according to each individual case, instead of receiving for his services a fixed compensation, and not bound by any oath of office.

A claim for the rendition of a fugitive from service or labor, constituting, as it does, "a suit at common law," and also "a case arising under the Constitution," must be determined by a *judicial tribunal;* but a commissioner is not a judicial tribunal, nor is he in any sense a judge, so that he is not entitled under the Constitution to exercise this extraordinary jurisdiction.

As a "suit at common law," the claim must be tried by the tribunal which has jurisdiction of suits. But a commissioner can have no such jurisdiction.

As "a case arising under the Constitution," it falls under the judicial power of the United States; but a commissioner is no part of this power.

There are two provisions of the Constitution which place this conclusion beyond question. First. By article III, section 7, it is declared that "*the judicial power of the United States* shall be vested in one supreme court, and in such inferior courts as the Congress may from time to time ordain and establish. The judges, both of the supreme and the inferior courts, shall hold their office during good behavior, and shall at stated times receive for their services a compensation, which shall not be diminished during their continuance in office." Secondly. By article III, section 2, it is declared that "*the judicial power shall extend to all cases in law and equity under this Constitution, the laws of the United States,* and the treaties made, or which shall be made, under their authority." Here it appears, first, who are the judges constituting the judicial power of the United States; and secondly, what is the extent of this power. But a commissioner clearly is not a judge, or any part of the judicial power. Therefore, by inevitable conclusion, he cannot have jurisdiction of any "case arising under the Constitution." But the Supreme Court has expressly decided that the proceeding by a claimant for the delivery of an alleged slave "constitutes in the strictest sense a controversy between the parties, and *a case arising under the Constitution* of the United States, with the express delegation of judicial power given by that instrument." —(*Prigg's case*, 16 *Peters*, 616.)

And yet a commissioner, dressed in the smallest and briefest authority, is put forward to determine this great case under the Constitution, and his judgment is declared to be final, and even without appeal. The fugitive slave act proclaims expressly (section 4) that "he shall have *concurrent jurisdiction* with the judges of the circuit and district courts of the United States;' '(section 6) that "he shall hear and determine the case of the claimant in a summary manner;" and (section 6) that "his certificate shall be conclusive of the right of the person in whose favor granted to remove such fugitive to the State or Territory from which he escaped, and *shall prevent all molestation of the said person by any process issued by any court, judge, magistrate, or other person whatsoever.*" Such are the plenary powers conferred upon the commissioner, together with an eminent jurisdiction concurrent with judges of the circuit and district courts. This act, as originally introduced by Mr. Butler, before the substitute of Mr. Mason, intrusted this *concurrent jurisdiction* to the whole army of postmasters; but a trumpery commissioner, appointed by a court, is as little entitled to exercise it as a postmaster. It is not doubted that, under existing statutes, a commissioner may be appointed to take depositions and acknowledgments of bail, and also to arrest, examine and detain offenders for trial. Thus much a court

may authorize; *but a court cannot delegate to a commissioner the power of trying a cause*, whether "a suit at common law" or "a case arising under the Constitution;" *nor can Congress authorize a court to delegate this power.* The whole pretension is a discredit to the jurisprudence of the country.

Such are three principal objections to the constitutionality of this act. One alone is enough. The three together are more than enough.

OTHER OBJECTIONS TO THE FUGITIVE SLAVE ACT.

But there are other objections to which the committee merely allude.

The offensive act, defying the whole law of evidence, authorizes a judgment which shall despoil a man of his liberty on *ex parte* testimony, by affidavits, without the sanction of cross-examination.

It practically denies the writ of *habeas corpus*, ever known as the palladium of the citizen.

Contrary to the declared purposes of the framers of the Constitution, it sends the fugitive back "at the public expense."

Adding meanness to the violation of the Constitution, it bribes the commissioner by a double fee to pronounce against freedom. If he dooms a man to Slavery the reward is ten dollars, but saving him to freedom his dole is five dollars.

As it is for the public weal that there should be an end of suits, so, by the consent of civilized nations, these must be instituted within fixed limitations of time; but this act, exalting slavery above even this practical principle of universal justice, ordains proceedings against freedom without any reference to lapse of time.

Careless of the feelings and conscientious convictions of good men who cannot help in the work of thrusting a fellow-being back into bondage, this act declares that "all good citizens are hereby commanded to aid and assist in the prompt and efficient execution of this law;" and this injunction is addressed to all alike, not excepting those who religiously believe that the Divine mandate is as binding now as when it was first given to the Hebrews of old: "THOU SHALT NOT DELIVER *unto his master the servant which is escaped from his master unto thee;* he shall dwell with thee, even among you, in that place where he shall choose, in one of the gates where it liketh him best; thou shalt not oppress him."—(*Deuteronomy*, ch. 23, verses 15 and 16.) The thunder of Sinai is silent and the ancient judgments have ceased; but an act of Congress, which, besides its direct violation of this early law, offends every sentiment of Christianity, must expect the judgments of men, even if it escapes those of Heaven. Perhaps the sorrows and funerals of this war are so many warnings to do justice.

But this act is to be seen not merely in its open defiance of the Constitution, and of all the decencies of legislation; it must be considered, also, in two other aspects: first, in its consequences; and secondly, in the character of its authors. The time at last has come when each of these may be exposed.

CONSEQUENCES OF THE FUGITIVE SLAVE ACT.

And, first, as to its consequences. In the history of the African race these can never be forgotten. Since the first authorization of the slave trade nothing so terrible had fallen upon this unhappy people, whether we contemplate its cruelty to individuals or the widespread proscription which it launched against all who were "guilty of a skin not colored as our own."

It is sad to know of suffering anywhere, even by a single lowly person. But our feelings are enhanced when individual sorrows are multiplied and the blow descends upon a whole race. History, too, takes up the grief. The Jews expelled from Spain by merciless decrees; the Huguenots driven from France by the revocation of the edict of Nantes; our own Puritan fathers compelled to

exile for religious freedom; all these receive a gushing sympathy, and we detest the tyrants. These were persecutions for religion in days of religious bigotry and darkness. But an American Congress, in this age of Christian light, not in the fanaticism of religion, but in the fanaticism of Slavery, did an act which can find companionship only with these enormities of the past. The fugitive slave act carried distress and terror to every person of African blood in the free States. All were fluttered, as the arbitrary edict commenced its swoop over the land The very rumor that a slave hunter was in town so shook the nerves of a sensitive freeman, on whom was the ban of color, that he died. To large numbers this act was a decree of instantaneous expulsion from the Republic, under the penalties of Slavery to them and their heirs forever. Stung with despair, as many as 6,000 Christian men and women, meritorious persons—a larger band than that of the escaping Puritans—precipitately fled from homes which they had established, opportunities of usefulness which they had found, and the regard of fellow-citizens, until at last, in an unwelcome northern climate, beneath the British flag, with glad voices of freedom on their lips, though with the yearnings of exile in their hearts, they were happy in swelling the chant "God save the Queen."

But such an injustice cannot be restrained in its influence. Wherever it shows itself it is an extension of Slavery, with all the wrong, violence, and brutality which are the natural outgrowth of Slavery. The free States became little better than a huge outlying plantation, quivering under the lash of the overseer; or rather they were a diversified hunting-ground for the flying bondman, resounding always with the "halloo" of the huntsman. There seemed to be no rest. The chase was hardly finished at Boston, before it broke out at Philadelphia, Syracuse, or Buffalo, and then again raged furiously over the prairies of the west. Not a case occurred which did not shock the conscience of the country, and sting it with anger. The records of the time attest the accuracy of this statement. Perhaps there is no instance in history where human passion showed itself in grander forms of expression, or where eloquence lent all her gifts more completely to the demands of liberty, than the speech of an eminent character now dead and buried in a foreign land, denouncing the capture of Thomas Simms, at Boston, and invoking the judgment of God and man upon the agents in this wickedness. That great effort cannot be forgotten in the history of humanity. But every case pleaded with an eloquence of its own, until, at last, one of those tragedies occurred which darken the heavens and cry out with a voice that will be heard. It was the voice of a mother standing over her murdered child. Margaret Garner had escaped from Slavery with three children, but she was overtaken at Cincinnati. Unwilling to see her offspring returned to the shambles of the south, this unhappy person, described in the testimony as "a womanly, amiable, affectionate mother," determined to save them in the only way within her power. With a butcher knife, coolly and deliberately, she took the life of one of the children, described as "almost white, and a little girl of rare beauty," and attempted, without success, to take the life of the other two. To the preacher who interrogated her, she exclaimed: "The child was my own, given me of God to do the best a mother could in its behalf. I have done the best I could; I would have done more and better for the rest; I knew it was better for them to go home to God than back to slavery." But she was restrained in her purpose. The fugitive slave act triumphed, and after the determination of sundry questions of jurisdiction, this devoted historic mother, with the two children that remained to her, and the dead body of the little one just emancipated, was escorted by a national guard of armed men to the doom of Slavery. But her case did not end with this revolting sacrifice. So long as the human heart is moved by human suffering, the story of this mother will be read with alternate anger and grief, while it is studied as a perpetual witness to the slaveholding tyranny which then ruled the Republic with

execrable exactions, destined at last to break out in war, as the sacrifice of Virginia by her father is a perpetual witness to the decemviral tyranny which ruled Rome.

But liberty is always priceless. There are other instances less known in which kindred wrong has been done. Every case was a tragedy—under the forms of law. Worse than poisoned bowl or dagger was the certificate of a commissioner—who was allowed, without interruption, to continue his dreadful trade. Even since the rebellion for Slavery has been raging in blood, the pretension of returning slaves to their masters has not been abandoned. The piety of Abraham, who offered up Isaac as a sacrifice to Jehovah, has been imitated, and the country has continued to offer up its fugitive slaves as a sacrifice to Slavery. It is reported, on good authority, that among the slaves thus offered up was one who, by his communications to the government, had been the means of saving upwards of one hundred thousand dollars. And here in Washington, since the beneficent act of emancipation, even in sight of the flag floating from the national Capitol, the fugitive slave act has been made a scourge and a terror to innocent men and women

If all these pains and sorrows had redounded in any respect to the honor of the country, or had contributed in any respect to the strength of the Union, then we might confess, perhaps, that something at least had been gained. But, alas! there has been nothing but unmixed evil. The country has suffered in its good name, while foreign nations have pointed with scorn to a republic which could sanction such indecencies. Not a case occurred which was not greedily chronicled in Europe, and circulated there by the enemies of liberal institutions. Even since the rebellion began, in the name of Slavery, the existence of this odious enactment unrepealed on our statute-book has been quoted abroad to show that the supporters of the Union are as little deserving of sympathy as the rebel slavemongers. But from the enforcement of this enactment the Union has suffered; for not a slave was thrust back into bondage without weakening those patriotic sympathies, north and south, which are its best support. The natural irritation of the north as it beheld all the safeguards of freedom overthrown, and Slavery triumphant in its very streets, was encountered by a savage exultation in the south, which seemed to dance about its victims. Each instance was the occasion of new exasperations on both sides, which were skilfully employed by wicked conspirators "to fire the southern heart."

AUTHORS OF THE FUGITIVE SLAVE ACT.

Such are some of the consequences of this ill-fated measure. But the duty of the committee cannot be performed without glancing at its authors also. It is by an easy transition that we pass from one to the other, for the two are in natural harmony. Each may be read in the light of the other.

And who were the authors of the fugitive slave act? The answer may be general or special.

If general, it may be said that its authors were the representatives of Slavery, constituting that same oligarchy or slave power which has madly plunged this country into civil war. Some of them even at the time of its enactment were already engaged in treasonable conspiracy against the Union. They thought little of any pretended interests in property; but they were occupied with two controlling ideas: first, how to unite their own people at home; and, secondly, how to insult and subjugate the free States. The fugitive slave act furnished a convenient agency for this double purpose, and was naturally adopted by men who had lost the power of blushing as well as the power of feeling.

Unquestionable facts will show how little real occasion there was for this barbarous enactment. It is now established by the report of the census of 1860 that the loss of slaves by escape was trivial. According to this docu-

ment "the whole annual loss to the southern States from this cause bears less proportion to the amount of capital involved than the daily variations which, in ordinary times, occur in the fluctuations of State or government securities in the city of New York alone."—(*Compendium of Census* for 1860, p. 12.) Such a statement is most suggestive. But the official tables furnish confirmatory details. From these, it appears that during the year ending June 1, 1860, out of 3,949,557 slaves, only 803 were able to escape, being one to about 5,000, or at the rate of one-fiftieth of one per cent. Then, again, out of more than one million of slaves in the border States in 1860, fewer than 500 escaped. Such are the authentic facts. But this is not all. The slave who had succeeded in escaping, even when re-enslaved, was never afterwards regarded as good property. All the work he could do would not compensate for his bad example. Jefferson Davis, in the frankness of an address to his constituents at home in Mississippi, on the 11th July, 1851, said openly that he did not want any fugitive slaves sent into his State; that "such stock would be a curse to the land, for with the knowledge they had gained they would ruin the rest of the slaves, and very probably give rise to the most dreadful consequences;" and he concluded by announcing that "he would not have in his quarters a negro brought from the north on any account whatever."—(*Southern Press*, August 8, 1851.) And yet, in the face of these authentic facts, showing how few escaped, and then in the face of an instinctive repugnance to allow slaves who had once tasted liberty to mingle with other slaves, this atrocious statute was enacted, and its enforcement was maintained at the point of the bayonet, while Jefferson Davis was Secretary of War.

There have been wars of *pretext;* but here was an act of legislation, which, whenever enforced, was a *petty war*, and its origin was a pretext. It was nothing but a pretext through which the representatives of Slavery sought to enforce a flagitious power. The pretext was worthy of the legislation, and both pretext and legislation were in harmony with the authors, who drew their motives of conduct from Slavery, and nothing else. The same spirit which triumphed in the fugitive slave act, on a pretext, has at last broken forth in rebellion, on a pretext also. Each was under the pretext of maintaining Slavery, and each proceeded from the same influence.

Speaking, then, in general terms, the authors of the fugitive slave act were the authors of the rebellion. The one and the other have the same paternity, as unquestionably they have a family likeness.

If, however, we go still further and seek the individual authors of this odious measure, the forerunner of the rebellion, it will be easy to point them out.

The bill was first reported to the Senate by Mr. Butler, of South Carolina, so that in its origin it may be traced directly to the hot-house of nullification, treason and rebellion. But Mr. Mason, of Virginia, subsequently moved a substitute, which was adopted and became the existing statute, so that this enormity stalked into life under the patronage of a senator from Virginia. Public report, which is entitled to belief, attributes this substitute to the cunning hand of Mr. Faulkner, also of Virginia; but on moving it in the Senate, Mr. Mason made it his own, and pressed it with untiring pertinacity, as the *Globe* amply attests, until it became the law of the land, so far as such a measure can in any just sense be "law."

But whether its authors be found in States or individuals, there is about it the same smell of rebellion. Proceeding first from South Carolina, it was adopted by Virginia, like the rebellion itself. A senator from Virginia took from South Carolina the final responsibility—as an aged madman from Virginia asked and obtained permission to point the first gun at Fort Sumter. Nor are the two events unlike in character. The fugitive slave act was levelled at the Union hardly less than the batteries at Charleston when they opened upon Fort Sumter.

Such are the authors, general and special, of this wickedness. The senator from South Carolina is dead; but the representatives of Slavery still live, and so also do the two authors from Virginia. Thus do the representatives of Slavery, though now in open rebellion, continue, through an unrepealed statute, to insult the loyal States, to degrade the Republic, and to rule the country which they have tried to ruin. And thus do two audacious rebels—one the pretended minister of the rebellion at London, and the other an officer in the rebel forces—still enjoy among us a malignant power, while, with a long arm not yet amputated, they reach even into the streets of Washington, and fasten the chains of the slave.

CONCLUSION.

To all this there is one simple answer, and Congress must make it.

A clause of the Constitution, contrary to all commanding rules of jurisprudence, has been interpreted to sanction the hunting of slaves; and the same clause, thus interpreted, has been declared, contrary to all the testimony of history, to have been an original compromise of the Constitution, and a corner-stone of the Union. On this clause, thus misinterpreted and thus misrepresented, an act of Congress has been founded, which, even assuming that the clause is strictly applicable to fugitive slaves, is many times unconstitutional, but especially in three several particulars: (1,) as a usurpation by Congres of powers not granted by the Constitution; (2,) as a denial of trial by jury in a case of personal liberty, and a suit at common law; and, (3,) as a concession of the case of personal liberty to the unaided judgment of a single petty magistrate, without any oath of office, constituting no part of the judicial power; appointed not by the President with the consent of the Senate, but by the court; holding his office, not during good behavior, but merely during the will of the court; and receiving, not a regular salary, but fees according to each individual case. But even if this act were strictly constitutional in all respects, yet, regarding it in its terrible consequences, and in its rebel authors, it is none the less offensive; for, from the beginning, it was a scourge to the African race, and a grievance to the whole country—a scandal abroad and a dead-weight upon the Union at home, while it was the arch contrivance of men who, at the time, were rebel at heart, and are now in open rebellion—devised as an insult to the free States, and as a badge of subjugation. Such a statute, thus utterly unconstitutional in every respect, and utterly mischievous in all its consequences and influences, while it is peculiarly obnoxious in its well-known authors, ought to be repealed without delay. If consistent with parliamentary usage, it ought to be torn from the volumes of the law, so that there should be no record of such an abuse and such a shame.

Unhappily, the statute must always remain in the pages of our history. But every day of delay in its repeal is hurtful to the national cause, and to the national name. Would you put down the rebellion? Would you uphold our fame abroad? Would you save the Constitution from outrage? Would you extinguish Slavery? Above all, would you follow the Constitution, and establish justice? Then repeal this statute at once.

MINORITY REPORT.

MARCH 1, 1864.

Views of the minority, submitted by Mr. Buckalew, and ordered to be printed with the report of the committee.

The undersigned, a minority of the Committee on "Slavery and the Treatment of Freedmen," to which committee were referred sundry petitions for the repeal of all existing laws of the United States for the rendition of fugitive slaves, have found themselves unable to agree with the majority of the committee in the views expressed by them in their proposed report to the Senate, or to concur with the majority in reporting a bill in accordance with the prayer of the petitioners.

The majority of the committee declare the acts of Congress of 1793 and 1850, in aid of the reclamation of fugitives from service and labor, to be unconstitutional and inexpedient, and their report is a *resumé* of the arguments which heretofore have been made against such congressional legislation. It is, therefore, a proper occasion for restating the grounds upon which Congress proceeded upon former occasions in making provision by law for the reclamation of fugitives from labor, and to refute and repel once more the impassioned and unjust objections by which that action of Congress has been assailed.

The fourth article of the Constitution contains seven miscellaneous provisions, the third and fourth of which, contained in the second section, are as follows:

"A person charged in any State with treason, felony or other crime, who shall flee from justice and be found in another State, shall, on demand of the executive authority of the State from which he fled, be delivered up, to be removed to the State having jurisdiction of the crime."

"No person held to service or labor in one State under the laws thereof, escaping into another, shall, in consequence of any law or regulation therein, be discharged from such service or labor, but shall be delivered up on claim of the party to whom such service or labor may be due."

These clauses may be described as in the nature of clauses of extradition, and if they appeared in a treaty between States perfectly independent of each other, and without a common agent or authority for the determination of questions between them, would be executed exclusively by the political authority of the State where the fugitive from justice or labor should be found. They would be only articles of compact or agreement between independent parties, the execution of which would be a question of good faith in the party upon whom the obligation would rest. And the remedy for a breach of the obligation would be by the action of the State aggrieved, in a resort to war, reprisal, or other means of redress known to international law.

But our States are not wholly independent of each other. They are associated together in a constitutional union, and have a joint representative or agent in the government of the United States. And the instrument by which that association is created, and that government established, cannot be rescinded or changed, except by the formal action of the political bodies which formed it, acting in the manner prescribed in the instrument itself. In fact, so intimate is the association, that it loses the character of an alliance or league of independent States (dependent upon the free assent of the parties for its continuance) as to

all subjects, whether of power or duty, embraced in the agreement of union. The several States, and the people of each, are bound by the action of the common government upon all subjects committed to its jurisdiction.

And as to the stipulations above mentioned, which relate to the return of fugitives from one State to another, it must be manifest that the relation of the States would be different if they were wholly independent of each other. Doubtless the duty of executing the stipulation would be the same, but its obligation would be imperfect, or at least, its sanction would be different.

If there be no jurisdiction in the government of the United States over this subject of the return of fugitives, it is manifest that there is no sanction or power whatsoever for the enforcement of the right of reclamation against a defaulting State—against a State which declines to execute, or opposes the execution of the Constitution, and we would arrive at the absurd or improbable conclusion that a solemn right and duty were created without any possible remedy for their violation; for it is manifest that a State aggrieved could not resort to any means of redress known to public law. By the tenth section of the first article it is declared that "No State shall enter into any treaty, alliance, or confederation, or grant letters of marque and reprisal, nor, without the consent of Congress, keep troops or ships-of-war in time of peace, or enter into any agreement or compact with another State, or a foreign power, unless actually invaded, or in such imminent danger as will not admit of delay."

In case, therefore, of obstruction or denial of the right of a State under the Constitution to have its fugitives returned, it could use no force for the vindication of the right against a State in default, nor could it even enter into any negotiation or form any agreement with such State in regard to the subject. The consequence would be, that the State upon which the wrong is inflicted would be in a worse condition as to the vindication of a right against another State, founded upon a compact of reclamation, than it would be in if it were an independent State, and had never entered into the compact of union. For by that compact it has surrendered all right and power to redress its own injury.

It follows that a construction of the Constitution which would deny to the federal government all jurisdiction and power over this subject of the reclamation of fugitives must be unreasonable and false. For we cannot suppose that those who formed the Constitution intended to declare a right which should be incapable of enforcement, or to place a State as to its rights, or the rights of its citizens, in a worse position than that in which it would stand as an independant Power. The Constitution was a remedial instrument as well as one of order and union, and it must be construed as creating the powers necessary to the enforcement and vindication of the rights declared by it. It is claimed for the system of English law, that it announces no legal right without providing an adequate remedy, and it would be an odious imputation upon our ancestors to assert that they did not make full provision for a like perfection in our laws, in creating the Constitution and government of the United States.

This subject of the return of fugitives became highly important in forming an intimate union of the States, which involved the surrender of many powers of independent action by them, and gave to criminals, slaves, bound servants, and apprentices, increased facilities for absconding from one State to another. And it was adjusted in the clauses already cited, by an emphatic declaration of the right of reclamation, in the case of criminals upon demand of the executive of the State from which they have fled, and in the case of "persons held to service and labor," upon claim of "the party to whom such service or labor may be due." And as to the latter class of fugitives there is an express provision that they shall not be discharged from service or labor in consequence of any law or regulation of the State into which they shall escape. The right of the claimant, under the laws of his own State, to the service and labor of the fugitive, is to stand intact and unaffected at all times, in the new jurisdiction to which the

fugitive has escaped. And "he shall be delivered up." To whom is this injunction directed? It is general; it does not specify any authority or person by whom the delivery shall be made; and being thus general and unqualified, it may be held to include any person or official in whose hands, or under whose control, the fugitive may be. And he is to be delivered up on claim, without anything further; upon an open assertion by the claimant of his rights. No judicial proceeding is suggested, no warrant is required. The clause is clear in indicating a right of recaption by the person to whom the service or labor is due, and is descriptive of such right as that described by Blackstone, in his Commentaries, (3 Com., 4.) He says: "Recaption or reprisal is another species of remedy by the mere act of the party injured. This happens when any one has deprived another of his property in goods or chattels personal, or wrongfully detains one's wife, child, or servant; in which case the owner of the goods, and the husband, parent or master, may lawfully claim and retake them, wherever he happens to find them, so it be not in a riotous manner, or attended with a breach of the peace." But it does not follow that this constitutional right is independent of all statute law. The regulation of legal rights, though they be founded in a Constitution, must pertain to the legislative power. A Constitution cannot treat of details, nor establish the incidents of a right, nor the forms through which it shall be asserted. The right of recaption in the master exists, and has always existed, in every State possessing servile labor; but the exercise of this right in a free State is only by virtue of the Constitution. Would it not be very unreasonable to hold that while this right is subject to legal regulation (and it is in fact regulated) in the States from which a fugitive escapes, it shall be exercised without any regulation whatsoever in the State to which he has escaped?

This right, then, like other rights created or asserted by the Constitution, may give occasion for statute laws, and the inquiry arises, what political authority has jurisdiction over the subject? Does the government of the United States possess such power, or does it pertain to the States? By what has been already shown, it appears that such power must reside in the government of the United States, and it can be exercised uniformly, certainly, and beneficially by it alone. And the federal government has exercised such power, without serious question, until recently.

In consequence of a question of the reclamation of a fugitive from justice, arising between the States of Pennsylvania and Virginia, and a communication from the former State to President Washington, the subject of legislation by Congress in aid of the reclamation of fugitives came to be considered as early as 1791. The question was submitted to Congress by the President in that year, but no final action being then had, its consideration was resumed at the following session. At last, after debate and amendment, a bill entitled "An act respecting fugitives from justice, and persons escaping from their masters," was enacted into a law, February 12, 1793. This act is yet in force, though amended in 1850. By the first two sections, fugitives from justice in States and Territories are to be delivered up to the executive of the State or Territory from which they fled; and provision is made for the manner in which it shall be done, and to punish any person concerned in a rescue of the fugitive. The third and fourth sections authorize the claimant of a fugitive from labor in any State or Territory, by himself, his agent, or attorney, to arrest the fugitive and take him before a judge of a United States court, or before any magistrate of the county, city, or town, where the arrest may be made, and upon proper proof to obtain a certificate which shall be a sufficient warrant to remove him to the State or Territory from which he fled. And then follows a provision for the punishment of any person obstructing the claimant, his agent, or attorney, in the reclamation.—(Annals of Congress, 1791–'93, pages 1914–'15.)

This act appears to have been debated and fully considered in both houses,

passing the Senate without a division, and in the House of Representatives by a vote of 48 to 7.

The act of 1850 was simply amendatory of the act of 1793, and it had become necessary in order to secure to claimants their rights under the Constitution. That portion of the act of 1793 which authorized State magistrates to act, had become inoperative, and in the case of many States, their assistance in the execution of the law had been forbidden by statute. One main object of the act of 1850 was to substitute commissioners appointed under the authority of the United States, in place of the State officials designated by the act of 1793. Other provisions of the amendatory act were drawn with reference to the experience of the country in cases of reclamation, and were necessary or at least appropriate to the execution of the constitutional provision. The act was agreed to in the Senate upon the question of engrossment by a vote of 27 to 12, and passed the House finally on the 12th day of September, 1850, by a vote of 109 to 75.

These are the laws which it is now proposed to repeal, and their repeal will leave the constitutional right of reclamation without any statute provision whatever for its vindication.

The most important argument urged against these laws by the majority of the committee is this: That the duty of returning fugitives is charged upon the *States* by the Constitution, and that Congress has no jurisdiction over the subject.

But it is not proposed by those who seek a repeal of these laws that the States shall perform any duty in returning fugitives from labor. In point of fact they are as much opposed to State action upon this subject as to federal, and will be found resisting it to the utmost wherever and whenever proposed. Therefore, the argument is not made by them in good faith, for the purpose of inducing an execution of the constitutional provision in question, but for the purpose of defeating it by preventing the reclamation of fugitives at all. The repeal of these laws by Congress is not to be accompanied or followed by State laws or State action, in aid of the master, but by measures and action of an exactly opposite character. The claimant is to encounter opposition under personal liberty laws of the States and other devices of hostile sentiment, and is to receive no aid whatever from State officials in the vindication of his right. What is proposed and intended by the advocates of repeal is not a new and more appropriate remedy for a constitutional right, the substitution of State for federal action, but the defeat and virtual destruction of the right itself, by withholding all government aid whatsoever from the claimant in pursuing it.

But the question of the power of Congress to enact fugitive laws has been most fully determined in favor of the power, by the appropriate constitutional tribunal.

In the case of *Prigg* vs. *The Commonwealth of Pennsylvania*, 16 *Peter's Reports*, p. 543, the Supreme Court decided that "The act of 12th of February, 1793, relative to fugitive slaves is clearly constitutional in all its leading provisions, and, indeed, with the exception of that part which confers authority upon State magistrates, is free from reasonable doubt or difficulty." And Judge McLean declared in the same case that "Congress have legislated on the constitutional power, and have directed the mode in which it shall be executed. The act of 1793 it is admitted covers the whole ground, and that it is constitutional there seems to be no reason to doubt."—(Ib., 669.)

In the case of *Ableman* vs. *Booth*, 21 *Howard's Reports*, *p.* 526, the Supreme Court say, speaking of the act of 1850: "In the judgment of this court the act of Congress commonly called the fugitive slave law, is, in all of its provisions, fully authorized by the Constitution of the United States."

These decisions would solidly establish the doctrine already maintained by us upon the question of power, if authority were needed to support it.

The Constitution having declared the right of reclamation of fugitives from justice and labor, a power is necessarily implied in the government of the United States for its execution. It is a reasonable and necessary power, resting upon the express provision declaring the right in question. And from the foundation of the government the power has been exercised without any hostile decision, from any tribunal or authority entitled to pronounce conclusively upon it; in fact, there has been less difference of opinion upon this subject than upon almost any other important provision of the Constitution which has been subjected to debate.

It is true that while the majority of the Supreme Court held, upon one occasion, that this power was exclusively in the United States, the minority held that it was a concurrent power, and might be exercised by the States in aid of the claimant's right, in the absence of Congressional action. But it is quite immaterial which of these views be accepted, so far as our present purpose is concerned. If the power exist in either form in the United States, the right of Congress to pass proper laws pursuant to it is indisputable; for, by the concluding clause of the eighth section of the first article of the Constitution, Congress is authorized "to make all laws which shall be necessary and proper for carrying into execution the foregoing powers, [those enumerated expressly,] *and all other powers vested by this Constitution in the government of the United States*, or in any department or officer thereof."

Having now stated the case upon the question of power, we proceed to submit some observations upon particular points contained in the report of the majority, and will then state some general considerations which stand opposed to the repeal of the fugitive acts:

1. The majority say, in speaking of the delivery of the fugitive, "It restores to the claimant the complete control over the person of the victim, so that he may be conveyed to any part of the country where it is possible to hold a slave, or he may be sold on the way. From these circumstances it is evident that the proceedings cannot be regarded, in any just sense, as preliminary or auxiliary to some future formal trial, as in the case of the surrender of a fugitive from justice, but as complete in themselves, final and conclusive."

The answer to this is furnished by the laws themselves. The act of 1793, section 3, says: "It shall be the duty of such judge, or magistrate, to give a certificate to such claimant, his agent or attorney, which shall be sufficient warrant for removing the said fugitive from labor *to the State or Territory from which he or she fled.*"

The act of 1850 provides, in section 4, that the commissioners who hear fugitive cases "shall grant certificates to such claimants upon satisfactory proof being made, with authority to take and remove such fugitives from service or labor, under the restrictions herein contained, *to the State or Territory from which such persons may have escaped or fled.*"—(See also section 6.)

These citations constitute a sufficient reply, without more, to the statement of the majority. That statement is obviously unfounded.

2. The majority say: "It is because of the contempt with which, to the shame of our country, under the teachings of slavery, men have thus far regarded the rights of colored persons, that courts have been willing for a moment to recognize the constitutional right to hurl a human being into bondage without a trial by jury. Had the victims been, in point of fact, white, it is easy to see that the rule would have been different. But it is obvious that, under the Constitution, the rule must be the same for all, whether black or white."

To which we answer: that the laws are not confined to persons of color, that is, to negroes and mulattoes, but embrace "all persons held to service or labor under the laws of a State." The majority in another part of their report state that white apprentices have been returned to their masters under the laws in question, and doubtless under a just construction of them; and by those parts of

these laws which relate to fugitives from justice, white persons merely *accused* of crime in the State from which they flee are to be returned upon executive demand, and without trial in the States where they are found.

3. The majority say: "As it is for the public weal that there should be an end of suits, so, by the consent of civilized nations, these must be instituted within fixed limitations of time; but this act, [of 1850,] exalting slavery above even this practical principle of universal justice, ordains proceedings against freedom without any reference to lapse of time."

To this we answer: that the right of reclamation under the Constitution being without limitation of time, it was not within the power of Congress to apply a clause of limitation to it.

4. The majority say: "Contrary to the declared purpose of the framers of the Constitution, it sends the fugitive back 'at the public expense.'" The allusion here is to what occurred in the constitutional convention, August 28, 1787, when it was moved to require fugitive slaves and servants "to be delivered up *like criminals;*" to which Mr. Wilson objected, "because it would oblige the executive of the State to do it at the public expense"—that is, at the expense of the State. The form of the proposition was subsequently modified, and the objection thus made by one member of the convention has no relation to the act of 1850, which imposes no expense upon a State. The expenses are borne by the claimant, or by the United States.

5. The majority further say: "Adding meanness to the violation of the Constitution, it bribes the commissioner, by a double fee, to pronounce against freedom. If he dooms a man to slavery, the reward is ten dollars; but saving him to freedom, his dole is five dollars." To this statement it may be answered: that the pay of the commissioner is simply proportioned to the service performed, as is usual in relation to all officers who receive fees. No certificates or other papers are to be issued to claimants when fugitives are discharged, and therefore the compensation is less. If there were any substance in this small objection, the law would be corrected by Congress without hesitation, upon application made to it.

6. The majority insist at much length, that where words have a double intendment, or are ambiguous in their meaning, that construction should be given them which is favorable to liberty, or least odious. We do not propose to impeach the authority of the several authors who are cited in confirmation of this doctrine, or the doctrine itself. But we are quite unable to perceive what application it has to the subject before us—the construction of the Constitution and the fugitive laws. Negro slaves are persons held to service and labor under the laws of some of our States, and we are not aware of any words which would more certainly designate them. It is true that these words describe apprentices; but because they describe them it does not follow that we are at liberty to exclude slaves from their application. These words, as used in the Constitution, have no double intendment, and are not ambiguous. They exactly describe negro slaves, and it does not derogate from their clearness, propriety, or force that they describe other persons also. Admitting that they are more extensive in meaning than the word slaves, they still contain the signification of that term.

Against the conclusion sought to be drawn from verbal criticisms of the majority, stand opposed the declarations of those who made, and were cotemporaneous with, the making of the Constitution; the clear language of the fugitive act of 1793 and of other statutes; the decisions of courts of the United States, authorized to construe the Constitution; and the general understanding and consent of the country, when the Constitution was made and subsequently. To which may be added, as we think, the clear import, the plain meaning, of the language itself. Slaves were mentioned in the convention in connexion with this

clause, as the majority themselves show, and they were also mentioned in such connexion in conventions which adopted the Constitution, and yet the majority assert that the clause does not apply to them because the language used does not sufficiently declare the intention. This we conceive to be a remarkable argument—that the Constitution is not to be taken in the sense in which it was made and adopted, and, in fact, acted upon and applied by the government of the United States, but according to some strained and unnatural interpretation, founded upon slight verbal criticisms made more than half a century afterwards! In this case we do not know which to admire most, the folly of the proposition or the exuberance of bad faith which it implies.

7. We are not impressed by the argument of the majority that this proceeding of recaption, or extradition, is a suit at common law, and therefore falling within the constitutional provision requiring a trial by jury. It is a proceeding by virtue of a special provision of the Constitution of the United States, and, instead of involving or requiring a suit at law, is the personal assertion of a claim by an individual in his own right.

Judge McLean says (16 Peters, p. 567) "both the Constitution and the act of 1793 require the fugitive from labor to be delivered up on claim being made by the party, or his agent, to whom the service is due. Not that a suit should be regularly instituted. The proceeding authorized by the law is summary and informal." The objectors to our legislation upon the subject of fugitives would be the last men in the world to admit that, in the absence of the constitutional provision in question, a claimant could enforce his claim to the possession of his servant in a State to which the servant had fled, because the common law there existed.

8. The majority mention "that, according to the census, less than one thousand slaves escaped during the year ending June 1, 1860." We are not informed as to the accuracy of the census upon this subject; but, assuming its correctness, we have to remark that the number of fugitives who may escape when the fugitive acts are in existence does not measure the utility of the laws. Because the loss was small, compared to the whole number of slaves in the country, it does not follow that these laws were unnecessary or inoperative. Their value does not consist so much in returning fugitives who may escape as in deterring slaves from escaping, and in deterring white men from assisting them to escape. Therefore, it does not follow from what is stated by the majority that these laws should be repealed upon the ground of inutility.

9. The majority quote declarations of Oliver Ellsworth, Elbridge Gerry, and Roger Sherman, hostile to slavery, and argue therefrom that the constitutional clause relating to persons escaping from service and labor did not relate to slaves, because those statesmen, as members of the convention, would not have assented to a provision which included slaves. We content ourselves with stating, in reply, that all those distinguished men were members of Congress in 1793, *and supported the fugitive slave act of that year!*

10. The majority make the extraordinary statement, that while Mr. Webster supported the fugitive act of 1850, "so far as his personal authority could go he condemned it as unconstitutional;" and a citation is given to support that statement, and citations follow from Judge Butler and Mr. Mason, to show that they concurred in his opinion. What was said by Mr. Webster was in substance this, that in his opinion it was a duty of the States to deliver up fugitives; but there was not the slightest intimation by him or the others named, that the States possessed the *exclusive* power to legislate upon the subject. They held that a duty was imposed upon the States, but they did not deny the power of Congress, which is the point in question. Mr. Butler, the chairman of the Judiciary Committee, in a speech delivered in the Senate on the 19th of April, 1850, insisted that the power was *concurrent;* and said, "in the position I have taken I stand sustained by Chief Justice Taney, and the justices alluded

to, [in the Prigg case,] as well as by the opinions of the distinguished gentleman, lately a member of this body, and now Secretary of State." And again, after quoting from an opinion of Judge Taney, maintaining the doctrine of a concurrent power in the federal and State governments upon this subject, he said, "there is the view of the chief justice entirely in accordance with the one uttered the other day by the gentleman [Mr. Webster] lately representing Massachusetts in this body." An illustration of Mr. Butler's view is furnished by the laws of Congress on the subject of returning fugitives from justice. It is the duty of the States to which criminals flee to return them, but the proceeding for their return is regulated by act of Congress.

Let it be remembered that whether the power in question be concurrent, or exist exclusively in the United States as held by a majority of the judges of the Supreme Court, is of no consequence in an investigation into the validity of the fugitive slave laws. We may add, that in case of a concurrent power, so far as it is exercised by the federal government, State action is precluded. For the laws of the United States "are the supreme law of the land."

11. We regret to perceive in the majority report an appeal to prejudice, in the reference made to the authors of the act of 1850. It is said the bill was reported to the Senate by Mr. Butler, of South Carolina, and the statement is strictly true. But any good reason for now stating that fact for public contemplation is not manifest. Senator Butler (now dead) was in 1850 chairman of the Judiciary Committee of the Senate, and to that committee properly belonged the consideration of such a bill. That he should report it to the Senate was both natural and proper. Nor does the fact that the bill was amended upon motion of one of the senators from Virginia, (since engaged in revolt,) deserve the prominence given it by the majority. His subsequent misconduct can give no odious character to the enactment in question, unless we accept a principle of mere prejudice or antipathy as our standard of judgment upon this subject. Virginia was a border State of the south; she sought additional securities against loss and injury in the escape of her slaves; her legislature passed resolutions on the subject of reclamation, and it was quite appropriate that one of her senators should act a prominent part in giving form to the bill.

But if names are to be mentioned, these laws of 1793 and 1850 have a sanction which can be claimed for but few of our statutes.

That of 1793 has to it the hand of George Washington, and there were given for it in Congress the votes of Fisher Ames, Abraham Baldwin, Jonathan Dayton, William Findley, Elbridge Gerry, Nathaniel Macon, Frederick A. Muhlenberg, Theodore Sedgwick, and Thomas Sumpter. These are names from the list of yeas in the House. At the same session, John Langdon, Oliver Ellsworth, Roger Sherman, Rufus King, Philemon Dickinson, George Read, Robert Morris, and James Monroe, were members of the Senate.

In favor of the act of 1850, there are princely names of the second generation of our statesmen—men from the east, the west, and the south—the very latchets of whose shoes these abolition petitioners before us were not worthy to unloose. For we were not then left bare and destitute of greatness in the high places of power. In that hour of peril and of passion, the republic possessed men of great endowments, of established reputation and tried patriotism, who stood forward to save their country from convulsion, and they accomplished their purpose. Discord retired before them; fanaticism, scenting blood and carnage in the distance, was whipped back baffled to its retreats in the north; southern revolt was checked and prevented, and once more the Constitution and the laws were made to triumph over both secret and open foes. The men who accomplished all this, and at least secured to their country ten additional years of peace, and growth and glory, gave their support to this law. It constituted one of their measures of adjustment, and it stands open to no just objection on account of its origin.

Having now concluded our observations upon the majority report, we have to state our conviction that the repeal of the reclamation laws, as now proposed, would be unwise, untimely, and unjust. That the grounds stated by the majority of the committee upon which to place the measure, are insufficient, appears from the examination to which we have subjected them. But further, it is clear that there are citizens of the United States, distributed through many States, who are entitled to the full and complete enjoyment of a right under the constitutional provision in question. To the enjoyment of that right these acts of Congress, or other acts similar to them in purpose and character, are indispensable, and their repeal, without the substitution of other appropriate enactments in their stead, would be a denial of the right itself, because it would deny what is necessary to its exertion. There would seem to be some vague notion entertained by the majority that this measure is a blow aimed at the existing rebellion. But such is not its character. It applies itself to the extinguishment of remedies valuable at this time only to men who have refused to engage in revolt, and can have no effect in the so-called Confederate States, unless it be to inspirit resistance to our arms. And so far as it offends those who support the government of the United States in this contest, its effect will be directly injurious to the public cause.

It was asserted by those who organized the revolt against the United States that it was the intention of the northern States, acting through this government as well as at home, to prevent all execution of the constitutional provision for returning fugitives. Is it expedient that we make good this assertion, or give to it a coloring of truth, by enacting this proposed measure of repeal?

Besides, it may be well worth some inquiry whether it is good policy to encourage, invite, or even allow, the migration of negroes northward, from those parts of the country where they are most suitably placed, and subject them to collision with a superior race, under conditions which tend irresistibly to their corruption and ultimate destruction. Their physical structure and characteristics denote adaptation to southern latitudes, and they are misplaced when, as fugitives or emigrants, they appear in the north, to undergo the competition, contempt and hostility of superior laboring populations, native to the soil or introduced from northern Europe. The structure of society, the climate, and the industrial pursuits of the north, are inimical to the welfare or even to the prolonged existence of the negro, and upon his account our efforts should be directed to all proper measures for discouraging and preventing his migration thither. Any policy which leads to the destruction of a race created by the Almighty must, before any tribunal in which the moral government of the world is recognized, be described as evil and criminal, and those who support it can only avert just condemnation from themselves by showing that they act under the pressure of dire necessity, or are ignorant of the consequences of their conduct.

But the policy is bad also with reference to the interests of our own race. It is true that a negro element of population in any northern State will die out eventually—will be extinguished by the operation of natural laws, as certain as those which regulate the winds of heaven, or the tides of the ocean—unless accessions continue to be made to it by immigration But during the protracted process of death, it is a most injurious and pestilential element to the State. Despised, oppressed, hated; ostracised from honorable employments; hutted in the purlieus of cities and the outskirts of towns, it contaminates the social and burdens the political body into which it is intruded, and by which it is to be destroyed. And the corruption it induces, the debasement of social life which comes from it, will extend into the future and be known long after it has itself disappeared from the observation of men. It is, therefore, an object of high utility to exclude a negro population from our northern States, where it is mis-

placed and injurious, and confine it to the southern country, where natural, industrial, and social conditions permit its existence.

But the main point, and it is the conclusive one, upon which we insist in opposing the repeal of the fugitive laws, is the right of those who "hold persons to service and labor under the laws of a State" to require from government the maintenance in full force of such laws as may be "necessary and proper" to vindicate and enforce their right of reclamation under the Constitution. Those only need take considerations of expediency or of policy into account whose views of constitutional duty are unfixed, or formed upon principles of political philosophy which were unknown to, or at least unaccepted by, the illustrious men who established the government of the United States.

C. R. BUCKALEW.
JNO. S. CARLILE.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 25.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 29, 1864.—Ordered to be printed.

Mr. SUMNER made the following

REPORT:

[To accompany bill S. No. 99.]

The Committee on Slavery and the Treatment of Freedmen, to whom was referred Senate bill (No. 99) entitled "A bill to secure equality before the law in the courts of the United States," have had the same under consideration, and ask leave to report:

Before making a change in our laws, it is important to consider the nature and extent of what is proposed; especially is this the case, if the change in question will be far-reaching in its influence. Therefore, the committee have thought best, in proposing to prohibit all exclusion of colored testimony in the courts of the United States, to exhibit with some degree of minuteness the considerations bearing on the subject.

EXCLUSION OF COLORED TESTIMONY RECOGNIZED BY CONGRESS.

Of course, Congress has never in formal words declared that witnesses in the courts of the United States shall be incompetent to testify on account of color. The abuse has arisen indirectly. But it is none the less fastened upon the national jurisprudence. By act of July 16, 1862, (Statutes at Large, vol. 12, p. 588,) it was provided that "the laws of the State in which the court shall be held shall be the rule of decision as to the competency of witnesses in the courts of the United States, in trials at common law, in equity, and in admiralty." But this rule, thus authoritatively declared, had been practically recognized by the courts of the United States from the beginning of the government. It appears from the judiciary act of 1789, (1 Statutes at Large, 92,) under which the national courts were organized, that jurors in these courts "shall have the same qualifications as are requisite for jurors by the laws of the State of which they are citizens," (sec. 29;) and still further, "that the laws of the several States, except where the Constitution, treaties, or statutes of the United States shall otherwise require or provide, shall be regarded as rules of decision in trials at common law in the courts of the United States, in cases where they apply." (§ 34.) Under these injunctions it was very easy, if not natural, for the courts of the United States to adopt the law of evidence in the States where they were respectively held; and thus the incapacity of colored testimony, in those States where it prevailed, became a rule of evidence in the national tribunals.

It is plain that such a system made the administration of justice differ in different States. The same statute might be successfully administered in a State

where there was no exclusion of colored testimony, and miserably fail in another State where such testimony was excluded. And the same judge might be called in one court to admit the testimony, and in another court to reject it. But the least objection to this system is its want of uniformity. In lending the sanction of the United States, even indirectly, to an exclusion founded on color, all the people have been made parties to an injustice.

But in order to appreciate the true character of this proscription, it is necessary to repair to the slave States, where it is declared, and to consider it in the very language, legislative and judicial, by which it has been maintained, not neglecting the eccentricities of judicial opinion by which it has been illustrated. From the statement of the rule, its consequences will become apparent. It may be proper, afterwards, to glance at the associate examples of history, and also to endeavor to comprehend the reasons on which the proscription has been vindicated.

EXCLUSION OF COLORED TESTIMONY IN THE SLAVE STATES.

The committee begin with the statutes of the States where this proscription prevails. Each State will be considered by itself.

(1.) In Delaware the rule assumes its mildest form, yet even there it is indefensible. It has been expressed by Chief Justice Bayard, who, in an opinion of the court, said: "On the introduction of negro slavery into this country, it became a settled rule of law that slaves should not be suffered to give evidence in any matter, civil or criminal, affecting the rights of a white man."—(3 Harring. Rep., 549.) In this spirit the revised code of Delaware has provided (art. 921, cap. 52, § 12,) that "to give evidence against any white person" is one of the "rights of freemen." But the rule is thus applied: "In criminal prosecutions a free negro or mulatto, if otherwise competent, may testify, if it shall appear to the court that no competent white witness was present at the time the fact charged is alleged to have been committed, or that a white witness being so present has since died, or is absent from the State, and cannot be produced; *provided* that no free negro, or free mulatto, shall be admitted as a witness to charge a white man with being the father of a base-born child."—(*Ib.*, cap. 107, § 41.) With this exception, the free negro or mulatto is disqualified as a witness against a white person.—(*Ib.*, cap. 52, § 12.) But colored testimony is admissible in a case between colored persons, or against a colored person where the other party is a white man.—(3 Harring., 316.)

But the subtleties in the application of this rule appear in a decided case, where one of three accomplices was indicted for kidnapping a colored boy. The latter was opposed as a witness, on the ground that there were two competent white persons present who might be produced. But the court, considering that the statute was originally enacted to remedy an injustice to free persons of color, construed it liberally, and admitted the testimony of the colored boy on the ground that the commission of an offence by two or more persons ought not to render a witness incompetent who would be competent if the offence had been committed by only one person. It was further said that the statute, when it speaks of a competent white witness, means not merely his competency in the common sense of the term, but the sufficiency of his evidence under ordinary circumstances to produce conviction; although it was declared to be the practice to direct a jury to acquit the prisoner unless part of the accomplice's testimony was confirmed by unimpeachable testimony.—(State *vs.* Whitaker, 3 Harring., 549.) In another case, where two white witnesses, not accomplices, were present at an assault, the court at first excluded the testimony of the colored person; but when it afterwards appeared that one of them was drunk, and the other did not see the whole transaction, although both knew that a blow was struck, the testimony of the colored person was admitted.—(State *vs.* Cooper, *Ib.*, 571.)

Still further, it has been declared in Delaware that on an indictment of a white man for kidnapping a free colored person, the latter is not competent to prove his freedom.—(4 Harring., 570.) So, also, in an action against a stage-coach proprietor for aiding in the escape of a slave, the admissions of the latter that he is slave of the plaintiff cannot be received.—(*Ib.*, 217.) But a free colored person may make oath to his book of original entries, and thus make it evidence even against a white person, on the declared ground that "it would be idle for the law to recognize in persons of color the right to hold property and to obtain redress in law and equity for injuries to person or property if the means of redress be denied them."—(*Ib.*, 439.)

Prior to the statute, which was originally passed in 1799, where a white person committed an assault on a colored woman, and there was no third person present, the latter was held as a witness, (3 Harring, 572, note;) but in a case where several white persons were present, the colored person was held incompetent.

(2.) In Maryland, the act of 1717, cap. 13, § 2, provides that "no negro or mulatto slave, free negro, or mulatto, born of a white woman during his time of servitude by law, or any Indian slave or free Indian natives of this or the neighboring province, shall be admitted and received as good and valid evidence in law, any matter or thing whatever depending before any court of record, or before any magistrate within this province, wherein any Christian white person is concerned." Yet, nevertheless, according to this same act, (§ 3,) where other sufficient evidence is wanting against any negro, in such case the testimony of any negro may be heard and received in evidence, according to the discretion of the several courts of record, or magistrate before whom such a matter or thing against such negro shall depend, provided such testimony do not extend to the depriving them, or any of them, of life or member.

The same system is pursued in the later act of 1796, cap. 67, § 55, which provides that manumitted slaves shall not be allowed "to give evidence against any white person," nor be received "as competent evidence to manumit any slave petitioning for freedom." But by act of 1808, cap. 81, § 1, it is provided, that in all criminal prosecutions against any negro or mulatto, slave or free, the testimony of any negro or mulatto, slave or free, "may be received in evidence for or against them, any law now existing to the contrary notwithstanding."

The original act of 1797 does not in terms extend to free mulattoes, and the act of 1796 does not extend to the issue of manumitted slaves. But, where "a free-born white Christian man" was convicted of felony on the testimony of a mulatto, born of a manumitted negro, there was among the judges in the court of appeal such a diversity of opinion on the legality of the testimony that no decision was ever given.—(State *vs.* Fisher, 1 Howard & John., 750.) In another case it was decided that where both parties are "free white Christian persons," a free colored person is incompetent, (3 Howard & John., 97,) although a mulatto descended in the female line from a white woman is incompetent.—(*Ib.*, 491.)

(3.) In Virginia, the revised code (cap. 177, § 19) declares positively that "a negro or Indian shall be a competent witness in a case of the commonwealth for or against a negro or Indian, or in a civil case to which only negroes or Indians are parties, *but not in any other case.*" The decisions of the courts here illustrated this proscription. Thus, it has been adjudged in one case that a free colored person cannot testify for a white person even against a colored person.—(6 Leigh, 74.) But, in another case, it was admitted that a colored convict might testify against a white one with regard to an offence committed in the penitentiary; but this was placed on the ground that convicts generally may be witnesses against each other.—(2 Gratt., 581.) This decision, however, was superseded by another provision of the code, (215, § 9,) which declares that, on the prosecution of a convict, "all other convicts in the penitentiary shall be competent witnesses for or against the accused, *except that negroes shall*

not be allowed as witnesses against a white person." They may, however, still testify in his favor.

(4.) In Kentucky the revised statutes (cap. 107, § 1) provide that "a slave, negro, or Indian, shall be a competent witness in a case of the commonwealth for or against a slave, negro, or Indian, or in a civil case to which only negroes or Indians are parties, *but in no other case.* This shall not be construed to exclude an Indian in other cases, who speaks the English language and understands the nature and obligation of an oath."—(See 7 Monroe, 88.) Under this provision, as under that of Virginia, it has been decided that a free colored person cannot be a witness for a white person against a colored person.—(8 Monroe, 192.)

(5.) In North Carolina the revised statutes (cap. 111, § 50; cap. 31, § 8; act 1777, cap. 115, § 42; act 1821, cap. 123) provide that "all negroes, Indians, mulattoes, and all persons of mixed blood descended from negro and Indian ancestors, to the fourth generation inclusive, (though one ancestor of each generation may have been a white person,) whether bond or free, shall be deemed and taken to be *incapable in law to be witnesses in any case whatsoever,* except against each other."—(See 1 Hawks, 434.) Under this statute they cannot testify for each other in a criminal case. But the decisions furnish again curious illustrations. Thus, when a colored person was convicted on colored testimony, as a principal felon, it was subsequently held on the trial of the accessory, who was white, that the record of the conviction was only *prima facie* evidence of guilt.—(2 Dev., 491.) In another case it was held that a free colored woman could not make an affidavit charging a white man as the father of her illegitimate child, (5 Ind. Law Rep., 155,) although the contrary has been decided in Kentucky, on the assumption that the act is merely preliminary to the real controversy.—(5 Lit., 171.)

(6.) In Tennessee the act of 1794, cap. 1, sec. 32, provides that "all negroes, Indians, mulattoes, and all persons of mixed blood descended from negro or Indian ancestors, to the third generation inclusive, (though one ancestor of each generation may have been a white person,) whether bond or free, shall be taken and deemed to be incapable in law to be a witness in any case whatever, *except against each other:* Provided, also, that no person of mixed blood in any degree whatever, who has been liberated within twelve months previously, shall be admitted as a witness against a white person." Under this act, which was evidently borrowed from the earlier statute of North Carolina, it was decided that a colored person could not be a witness *for* another colored person. (1 Meigs, 121.) The judge who gave the opinion of the court on this occasion seems to confess the harshness of the rule, when he says: "The cases under this act in which these disqualified persons can be witnesses for each other are when, plaintiff and defendant both being men of color, the witnesses may at the same time be said to be, reciprocally, witnesses against each of the parties. Perhaps the practice in Tennessee may have been heretofore more liberal than the statute. With that we have nothing to do. As the law speaks, so it is our duty to speak." To remedy this gross injustice, the act of 1839, cap. 7, § 1, (supplement, p. 131,) was passed, by which it was provided that such parties, "whether bond or free, shall be taken and deemed to be good witnesses for each other in all cases where, by the provisions of said act, (viz., act of 1794,) they are made competent witnesses against each other in criminal prosecutions."

(7.) In South Carolina there appears to have been no statute expressly excluding the testimony of a slave against a white person, although the early act of 1740, cap. 39, (7 Cooper, 44,) necessarily implies this exclusion. But the rule was autochthonous. It sprang from the soil without statute. Judge O'Neale, in a decision of the court, declares that "a slave cannot testify except against another slave, free negro, mulatto, or mestizo, and that without oath."—(2 De Bow, 279.) But the exclusion did not bear merely upon slaves. The

judge announces that "free negroes, mulattoes, and mestizoes cannot be witnesses in the superior courts, or even in the inferior courts, with the single exception of a magistrate's freeholder's court, trying slaves or free negroes, mulattoes, or mestizoes, and then without oath."—(*Ib.*, 274.) It appears that the act of 1740, § 1344, (7 Cooper, 401, 402,) on which this custom was founded, applies only to "free Indians and slaves," so that strictly free negroes, mulattoes, and mestizoes are not despoiled of their right at common law to be heard under oath, but the uniform practice under the act, according to the judge, has been otherwise.—(*Ib.*, 274.) On another occasion, still another judge of South Carolina says: "There is no instance in which a negro has been permitted to give evidence, except in case of absolute necessity; nor, indeed, has this court ever recognized the propriety of admitting them in any case where the rights of white persons are concerned."—(1 McCord, 430.) In still another case it was decided that a free person of color was not a competent witness in any case in a court of record, although both parties to the suit are of the same class with himself.—Gleding *vs.* Berana, (2 Bailey, 192.)

This rule, thus rigorously declared, has given rise to some strange illustrations. Thus, for instance, in a suit to recover certain slaves as part of a gang named, evidence was admitted that other negroes of the defendant were accustomed to speak of those in question as belonging to the gang.—(Riley, Chan., 53.) In another case, where the book of a tradesman was made up from the entries of a negro workman on a slate, and a notice was affixed to the door of the shop that all credits there should be charged according to the negro's entries, the court doubted whether the book could be evidence at all; but if at all, it could be evidence only of the amount of the work done, and then only against a person who was otherwise proved to be a customer.—(Gage *vs.* McIwair, 1 Strob., 135.)

(8.) In Georgia, as in South Carolina, there is no statute which expressly excludes the testimony of a slave where white persons are parties. But they are excluded. The act of 1770, which declares slaves to be chattels personal to all intents and purposes whatsoever, provides further, (§ 10; 2 Cobb's Dig., 973,) "that the evidence of any free Indians, mulattoes, mestizoes, or negroes, or slaves, shall be allowed and admitted in all cases whatsoever for or against another slave, accused of any crime or offence whatsoever, the weight of which evidence, being seriously considered and compared with all other circumstances attending the case, shall be left to the justices and jury." But where white persons are parties, the rule of exclusion seems here to be implied. And the same exclusion seems also to be implied in the later act of December 19, 1816, § 5, (2 Cobb, 988,) where the rule that "any witness shall be sworn who believes in God and a future state of rewards and punishments," is restrained to "the trial of a slave or free person of color."

(9.) In Alabama the exclusion stands on positive statute. The code (§ 2276; see also § 3596) provides that "negroes, mulattoes, Indians, and all persons of mixed blood, descended from negro or Indian ancestors, to the third generation inclusive, though one ancestor of each generation may have been a white person, whether bond or free, must not be witnesses in any cause, civil or criminal, except for or against each other."

(10.) In Mississippi the act of June 18, 1822, (§ 110, 1111; Hutch. Code, 861,) is nearly the same in language with the code of Alabama on this subject. But by act of January 19, 1830, (Code, 136,) free Indians are placed on the same footing as white persons, and consequently can testify.—(3 S. & M., 575, 576; 4 *Ib.*, 40.)

(11.) In Florida, the law is brief and explicit. The act of November 21, 1825, section 16, (Thompson's Digest, 542,) provides that "any negro or mulatto, bond or free, shall be a good witness in the pleas of the State for or

against negroes or mulattoes, bond or free, or in civil cases where free negroes or mulattoes shall alone be parties, and in no other cases whatever."

(12.) In Missouri, the revised statutes (cap. 187, § 22) provide that "no negro or mulatto, bond or free, shall be a competent witness, except in pleas of the State against a negro or mulatto, bond or free, or in civil cases, in which negroes or mulattoes alone are parties." But it has been decided that if a free negro is the party to the record, even though he vouches in a white person to defend his title, colored testimony is admissible.—(4 Missouri, 361)

(13.) In Arkansas, the revised statutes (cap. 158, § 25) provide that "no negro or mulatto, bond or free, shall be a competent witness in any case, except in cases in which all the parties are negroes or mulattoes, or in which the State is plaintiff, and a negro or mulatto, or negroes or mulattoes, are defendants."

(14.) In Louisiana, the revised statutes (p. 556; act of 1816, cap. 146, § 7) provide that "no slave shall be admitted as a witness, either in civil or criminal matter, for or against a white person;" and also, (*Ib.*, § 2,) "no slave shall be admitted as a witness, either in civil or criminal matters, for or against a free person of color, except in case such free individual be charged with having raised, or attempted to raise, an insurrection among the slaves of his State, or adhering to them by giving them aid or comfort, in any manner whatsoever."

The civil code (art. 1584) declares "absolutely incapable of being witnesses to testaments," "women of what age soever," and "slaves." But the civil code (art. 2261; see also *ib.*, art. 177) has provided expressly that "the circumstance of the witness being a free colored person is not a sufficient cause to consider the witness incompetent, but may, according to circumstances, diminish the extent of his credibility;" so that a free colored person in Louisiana may be a witness for or against a white person, subject to inquiry as to the value of his testimony.

(15.) In Texas, the act of May 13, 1846, (Hart. Dig., art. 2586,) provides that "all negroes and Indians, and all persons of mixed blood descended from negro ancestry, to the third generation inclusive, though one ancestor of each generation may have been a white person, shall be incapable of being a witness in any case whatsoever, except for or against each other."

SUMMARY STATEMENT OF THE RULE.

From this review of the provisions in the different States it appears that, with slight differences, there is nevertheless a prevailing resemblance, such as becomes the sisterhood of slavery;

——— facies non omnibus una,
Nec diversa tamen; qualem decet esse sororum.

If the recital has seemed weary, it has not been superfluous, for it has disclosed the disgusting terms of that proscription. It is difficult to read the provisions in a single State without impatience; but the recurrence of this injustice, expressed with such particularity in no less than fifteen States, makes impatience swell into indignation, especially when it is considered that, in every State, this injustice is adopted and enforced by the courts of the United States.

Slaves cannot testify in any of the States for or against a white person, in any case, either civil or criminal; unless, perhaps, in Maryland they may be allowed to testify against a "white person who is not a Christian."

Free persons of color are also, like slaves, incompetent to testify for or against white persons, except in Delaware and Louisiana, where, under circumstances already stated, they may testify, even though a white person is a party.

It may be observed also that the statutes of Delaware, Florida, Missouri and Arkansas do not expressly include Indian slaves; but there are, probably, only a few slaves of pure Indian blood. Those of mixed Indian descent would undoubtedly be classed with mulattoes, and share their incapacity.

ECCENTRICITIES OF JUDICIAL DECISIONS ILLUSTRATING THIS EXCLUSION.

But this rule may be seen also in judicial decisions, which may be classed among the eccentricities of jurisprudence. Subtlety is a common attribute of courts, but in these cases subtlety at times becomes fantastic. Reading them, we may well confess that truth is stranger than fiction.

Thus, although slaves are not permitted to testify, their conversation or declarations may, under certain circumstances, be admitted in evidence. For instance, according to a decision in Missouri, if a white person converses with a slave, the conversation, if otherwise admissible, may be proved by any other white person who heard it. In this case, Judge Scott said: "That negroes cannot testify against white persons is clear; but this rule cannot be carried so far as to exclude the conversation of a negro with a white person, when the conversation on the part of the negro is merely given in evidence as an inducement and in illustration of what was said by the white person. If the conversation of the negro had been proved by herself, then it would clearly have been illegal. Hence the State proved by competent witnesses that certain remarks were made by the plaintiff, in order to show what her reply was. It is a matter of indifference by whom they were made. All that was required was to prove by competent evidence that they were made. That they were made is a fact, which may be proved like any other fact in the cause."—(Hawkins *vs.* The State, 7 Missouri, 192.)

On the same principle, it has been decided that any remarks made by a slave to a white person, calling for some reply on the part of the latter, may be proved by the testimony of white persons, in order to show the nature of that reply, or that none was made. The question arose on an indictment for enticing away a slave, when Judge Goldthwaite said: "The question which the court is called upon to determine is simply whether the admission of a white man to the truth of any statement made by a slave, in his presence and hearing, can be inferred from his silence. The rule in relation to evidence of this character, so far as we are able to deduce it from adjudged cases and the best elementary writers, is, that the statement must be heard and understood by the party affected by it; that the truth of the facts embraced in it must be within his knowledge, and that the statement must be made under such circumstances and by such persons as actually to call for a reply. To reject the evidence in the case under consideration, solely on the ground that the party making the declaration was a slave, would be in effect to decide that under no conceivable circumstances could a statement made by a slave call for response from a white man; a proposition in direct opposition to our daily observation and experience. That the declaration was made by a person whose condition rendered him incompetent as a witness does not in the slightest degree affect the principle on which evidence of this character rests. If the declaration was made by a slave, and the party affected by it had made by his reply a direct admission of its truth, there could be no doubt of the admissibility of the statement and reply; and in case of implied admission, the admission, instead of being made by language, is made by the silence of the party."—(Spencer *vs.* The State, 20 Alabama, 24.)

But there seems to be no end to the illustrations of this exclusion; as, for instance, when a colored woman acted as interpreter between a testator who draughted the will. In this case Judge Lumpkin said: "We hold that where a negro interpreter, incapable by law of being sworn, is the *only* channel of communication between the testator and the writer of the will, and there be no other evidence of the testator's knowledge of its contents, or his assent thereto, than that which is derived through this medium, the will cannot be executed. But if the will be written in the presence of the testator, and, in a language which he understands, it is read over to him, and his dictation and approval of the instrument

are interpreted by a negro in his hearing, and in the hearing of others interested in its contents, and he signifies no dissent thereto, by signs or otherwise, but, on the contrary, is understood to express himself satisfied, the will may be established, especially if it appear to have been made in conformity to the previously declared intimation of the testator, as to the disposition of his property."—(Potts *vs.* Howe, 6 Geo., 348.)

And it has been decided that the incapacity of a free colored person will not prevent him, even in a proceeding against a white person, from making an affidavit required to obtain a continuance, a new trial, absent testimony, or bail, or from swearing to a plea of *non est factum.* He may also bind a white person to keep the peace, or make affidavit for a writ of *habeas corpus*, and generally he may make such affidavits as may be necessary to commence a suit, or to procure such orders or steps to be taken therein, as may be required to bring on a trial.—(7 Leigh, 435; 1 Dana, 467; 5 Litt., 171; 2 De Bow, 274.) Without this capacity he would, according to Chief Justice Robertson, of Kentucky, "be virtually disfranchised." But the Chief Justice adds, that when he is swearing to facts against a white man, to compel him to keep the peace, "he is not a *witness*, but a party swearing to what any other party may."—(Cann *vs.* Oldham, 1 Dana, 466.) And thus his incapacity as a witness is still recognized.

In another class of cases, where it became necessary to show the mental condition or bodily health of the slave, his declarations have been held to be admissible even in a suit against a white person; but they must be proved by white testimony. Thus, in an action for breach of covenant in not teaching a slave, bound as an apprentice to the business of coach-making, the defendant offered to prove that when he wished to instruct the slave in his business, and threatened to punish him if he did not apply himself, the latter, as soon as the defendant was out of the way, would declare "that he did [not] care about learning the trade; it was no profit to him, and if he could avoid the lash it was all he cared for;" it was held by that prominent magistrate, Chief Justice Gaston, of North Carolina, that "the declarations of the slave are admissible, because his disposition and temper are subjects of investigation, and these cannot be ascertained except through the medium of such external signs."—(Clancy *vs.* Orwman, 1 Rev. and Batt., 402.) In another case the same question occurred under these circumstances: A slave had been hired by his master to work in certain gold mines; but, while busy at the bottom of a shaft one hundred and eighty feet deep, he was struck on the head by an iron drill, weighing five pounds, which fell from the top, and his skull was fractured so that trepanning became necessary, and "a large piece of the skull-bone was cut out." In an action by the master for damages on account of the injury to his slave, Judge Pearson commented on this rule of evidence as follows: "It being material to ascertain the bodily condition of the slave, his complaints of headache when exposed to the sun, and his declaration that he was unable to work in the sun, or to endure hard labor, are admissible The statute excluding the testimony of a slave or free person of color against a white man has no application. The distinction between natural evidence and personal evidence, or the testimony of witnesses, is clear and palpable. The actions, looks, and barking of a dog are admissible as natural evidence, upon a question as to his madness. So the squeaking and grunts, or other expression of pain, made by a hog, are admissible upon the question as to the extent of an injury inflicted on him. This can in no sense be called the testimony of the dog or the hog. The only advantage of this natural evidence, when furnished by brutes, over the same kind of evidence when furnished by reasonable beings, whether white or black, is that the latter, having intelligence, may possibly have a motive for dissimulation, whereas brutes have not; but the character of the evidence is the same, and the jury must pass upon its credit."—(Biles *vs.* Holmes, 11 Iredell's Law Rep., 16.)

The same principle has been recognized in still another case, where the slave

died of mortification of the bowels, and no physician was called in until the day before his death, although his illness had continued for three weeks. On this occasion Judge Green said: "The statement of a sick slave as to the seat of his pain, the nature, symptoms and effects of his malady, is as well calculated to illustrate the character of his disease as would be the statement of any other person. They are, therefore, equally admissible for that purpose. But whether expressions indicating the nature and effects of a disease, uttered by the sick person, are real or feigned, is for the jury to determine."—(Yeatman *vs.* Hart, 6 Humph., 375; see also 10 Miss., 320; Dudley, S. C. Rep., 328; Georgia Decisions, part 1, p. 79.) And this principle has also been recognized in suits for breach of covenant in the warranty of a slave, or for fraud in the sale of a slave.—(9 Iredell Law Rep., 63; 1 Humph., 265.) But if the master distinctly warrants the slave sound, he will not be allowed to relieve himself of liability for this false warranty by declarations of the slave to the purchaser that he is diseased. A curious case occurred in Kentucky which illustrates this principle, and also the brutality of slavery. It appears that a poor slave woman was very ill when her master formed "the intention of selling her, lest he should lose her value by death." Notwithstanding her pitiable condition, he succeeded in disposing of her for two hundred dollars, one-quarter in a note and the remainder in saddletrees, on the representation that she was "hearty and sound and fit for business." The court annulled the sale, and directed the price of the saddletrees to be given up, although the slave woman, before the sale, told the purchaser of her sickness. In its opinion the court said: "The slave herself told the purchaser of her sickness before the sale; and after the sale, when informed by him that he had bought her, she stated that she could not be of any use to him, as she was near death. When it is recollected that frequently on such occasions there is a strong indisposition in such creatures to be sold; that, by stratagem to avoid a sale, they very frequently feign sickness, or magnify any particular complaint with which they are affected, the purchaser might well disbelieve her story, especially when the words of the master assured him to the contrary. For his own statements the master is responsible, and he ought not to be permitted to release himself from responsibility for his own falsehood by showing that the slave at the time so far corrected him as to tell the truth."—(Brownton *vs.* Cropper, 1 Litt., 175.)

The principle which underlies the admission of the declarations of a slave is plainly but brutally expressed by Judge Pearson, of North Carolina.—(Biles *vs.* Holmes, 11 Ired. Law Rep., 16; see also 10 Miss. R., 643.) According to this learned judge, who was for the time the voice of the law, the declarations of the slave are not to be regarded as his *testimony*, any more than the barking of a dog or the grunting of a hog "can be called the testimony of the dog or the hog." The slave complains of his sickness in words, the dog moans, the hog squeals; but the law regards these expressions of suffering alike. They may be proved as facts by competent evidence, but the slave himself cannot testify what his complaints were any more than the dog or the hog!

Such are some of the eccentricities of judicial opinion on this important question. They are not to be regarded merely as curiosities, for they are all adopted and enforced in the courts of the United States, so that even the most brutal language becomes not merely the voice of the law, but the voice of the nation also.

CONSEQUENCES OF THIS EXCLUSION.

Thus do the decisions of courts, as well as the statutes, conspire to exhibit this rule in revolting features. But if we glance for one moment at its consequences there will be new occasion to condemn it.

Looking at it in a single aspect, there are consequences which baffle the imagination to picture. Throughout the States where this exclusion prevails, any white person may torture and maltreat a slave in any conceivable manner and

to any extent, or he may overwork and starve him, or he may whip him to death, murder him in cold blood, or burn him alive; and so long as he is the only white person present, the laws afford him the most complete immunity from punishment, except in Delaware and Louisiana, where also he is safe if only slaves are present. It is true that the same laws profess to punish the murder of a slave as a capital offence, and also to punish severely any mutilation or other cruel treatment of him. But such laws are nothing more than "words, words, words." So long as the slave himself is not allowed to testify to his wrongs, so long the laws will be justly obnoxious to the charge of actually authorizing a white person to inflict any outrage upon a slave, even to the extent of taking his life with impunity. Every white person, with only slaves about him, or it may be with only colored persons, slave or free, has a *letter of license* to commit any outrage which passion or wickedness may prompt.

The exposed condition of slaves, on account of their incapacity to testify, was formerly recognized in the early legislation of South Carolina. The preamble to the act of 1740 (§ 39, 7 Coop., 44) begins as follows: "Whereas, by reason of the extent and distance of plantations in this province, the inhabitants are far removed from each other, and *many cruelties may be committed on slaves, because no white person may be present to give evidence of the same.*" Thus even out of the mouth of South Carolina, before this State had learned to sacrifice everything to slavery, we learn that "many cruelties may be committed on slaves" under the operation of this rule. But no such confession was needed. The truth is apparent to the most superficial observer. Had South Carolina, at that early day, followed the suggestion of her own statute, she would have begun a career of civilization under which slavery itself must have disappeared.

But the exposed condition of slaves on this account is curiously attested by other statutes of the slave States, showing that plantations far removed from the cities, and at considerable distance from each other, are committed to the direction of a *single white overseer*, who, from the circumstance that he is the only white person present, is placed beyond all restraint or correction. Thus, in South Carolina, (act 1740, § 46, Cooper, 413; act 1800, § 5, *ib.*, 442; 2 McCord R., 310, 363, 473;) in Florida, (act 1846, cap. 87, § 12; Thomp. Dig., 176; act Nov. 21, 1825, § 43, *ib.*, 511;) in Georgia, (act Dec. 20, 1823, § 2; 2 Cobb Dig., 996; act May 10, 1770, § 43, *ib.*, p. 981;) and in Louisiana, (Rev. Stat., p. 525, act of 1814, cap. 32, § 1–3,) the statutes exact the continued residence of *one white person* on every plantation, with a specified number of working slaves. These statutes had their origin in no sentiment of justice or humanity, but, as appears in early declarations, to prevent the harboring of fugitive slaves, who might find an asylum among those exclusively of their own color. If, however, it was thought necessary for any purpose to require by penalties the continued residence of *even one white person* on a slave plantation, it is reasonable to infer that there must be many plantations where there is only one white person. And to one white person thus situated, and thus removed from all check or observation, the law commits the government and guardianship of slaves on a plantation, and promises him in advance the most complete impunity for all that he does, even to the extent of cold-blooded murder, provided only that he is careful to let no white person see the deed.

But this proscription is not confined to slaves. Free colored persons, under the operation of this rule, are exposed to the same fearful wrongs. A white person may treat them as he treats a slave, and they are absolutely without remedy. It would be difficult to point out any law, the spawn of cruelty or tyranny in ancient or modern times, exceeding in atrocity that by which a free population is thus despoiled of protection on account of color. It was one of the boasts of Magna Charta that justice should be denied to no person, *nullo negabimus justitiam.* But under this rule it is denied to a whole race.

Of course the race, whether bond or free, which is thus despoiled, suffers. But this is not all. Justice itself suffers also. Even crime against white persons in the presence of colored persons must go unpunished.

And yet this proscription is adopted and enforced in the courts of the United States.

But there are other aspects of this subject which invite attention. History has her lessons. Reason also speaks with a voice that must be heard. It becomes important, therefore, to consider this proscription, first, in its origin and in the examples of history; and secondly, in the grounds on which it is founded.

EXAMPLES OF HISTORY.

This proscription, or its equivalent, may be traced to the earliest days. It belongs to the Barbarism of Slavery. Even when applied to free colored persons, it must be considered as a relic of slavery not yet removed out of sight.

The rule may also be treated as belonging to that system of evidence which, in defiance of reason, undertook to declare, in advance, that certain classes of witnesses were incompetent to testify, or, in other words, that the court and jury should not be permitted to hear what they had to say on the matter in issue. In the early common law many persons were excluded who are now admitted to testify; and the committee cannot err when they declare that the plain tendency of recent legislation, and also of judicial decisions in England and in the United States, has been to limit objections to the capacity of witnesses, and to allow the court and jury on hearing their testimony to estimate its weight and value. This whole system of exclusion was covered with ridicule by Jeremy Bentham, who has exposed its irrational character. In our own country it has been treated in a similar spirit, in a series of masterly essays on the law of evidence by the present learned Chief Justice of Maine, honorable John Appleton.* In its origin it may be traced to ignorance and prejudice. There was a time when in Great Britain, at least on the borders of England and Scotland, an Englishman could not be a witness against a Scot, nor a Scot against an Englishman, "by reason of the enmity between the two nations; so that if so many Englishmen should, with their open eyes, see a Scot commit murder, their testimony would signify nothing unless some Scot testified the same thing."—(Puffendorf's Law of Nature, Book V, ch. 13, §. 9.) But their exclusion in this historic case was identical in principle and consequence with that which still has the sanction of Congress.

This whole body of cases has been despatched by Jeremy Bentham in these words: "Exclusion put upon all persons of this or that particular description *includes a license to commit*, in the presence of any number of persons of that description, *all imaginable crimes*."—(Bentham's Works, vol. 7, p. 339.) The Psalmist exclaims, "I said in my wrath all men are liars." But the malediction of the Psalmist in his wrath is gravely adopted in this proscription, which undertakes to blast "all men" of a specified description "as liars." Assuming that all of a certain class, or race, or color cannot be believed on oath, it practically says, that though present *in point of fact* at any crime, they are to be considered as absent *in point of law*.

By the Mahommedan law no person could be convicted of adultery without the testimony of *four eye-witnesses*—a requirement which was called by Gibbon in his history "a law of domestic peace."—(Vol. IX, p. 396.) The extravagance of this requirement rendered it practically a law to prevent conviction, not unlike in its operation the law excluding testimony. It is a disguised exclusion. But of the two the Mahommedan law is the least irrational. At all events, it does not assume the form of proscription.

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*A recent letter from this distinguished authority on the exclusion of colored testimony will be found annexed to the present report.

But the rule of exclusion, when founded on race or color, is something more than a rule of evidence, from which justice may suffer. It is a proscription which finds its prototypes in other countries and times, kindred in character to the persecution of the Moors in Spain, and to that cruelty which for ages pursued the Jews everywhere, while it reveals that insensibility to the claims of a common humanity, which has so slowly yielded to the demands of a just civilization. In France during the last century, even after politeness had begun to prevail, it is recorded of a most intellectual lady, the commentator upon Newton, Madame du Chatelet, that she did not hesitate to undress before her male domestics, as it did not seem clear that such persons were men.—(Tocqueville, Ancien Regime, p. 280, cap. 17.) But it is in the irreligious system of Caste, as established in India, that we may find the most perfect parallel. Indeed, the late Alexander von Humboldt, in speaking of colored persons, has designated them as a Caste, and a political and juridical writer of France has used the same term to denote, not only the distinctions in India, but those in our own country, which he characterizes as "humiliating and brutal."—(Charles Comte, *Traité de Legislation*, tom. 4, pp. 129, 445.) But the Caste of India by which the Brahmins and Sudras have been kept apart, is already repudiated by Christian civilization as "part and parcel of idolatry." Bishop Heber, of Calcutta, says of this injustice: "It is a system which tends, more than any else the devil has yet invented, to destroy the feelings of general benevolence, and to make nine-tenths of mankind the hopeless slaves of the remainder."—(Roberts on Caste, p. 134.) But the language with which this accomplished bishop condemns the heathen Caste of India, is not inapplicable to that other Caste in our own country, which, in one of its incidents, despoils the colored person of his right to testify.

If we go back to the ancient Greeks, we shall find an interesting distinction on this subject. A slave was not believed on his oath. So that one is recorded as exclaiming, in words which might be adopted in our day, "I know that I am a slave, and therefore I am ignorant of even that which I know." But though not believed on his oath, his evidence was always taken with torture. On this account his testimony appears to have been considered of more value even than that of freemen. Thus Isæus, in arguing a case, said, "when slaves and freemen are at hand, you do not make use of the testimony of freemen; but, putting slaves to the torture, you thus endeavor to find out the truth of what has been done." Any person might offer his own slave to be examined by torture, or demand the same thing of his adversary, and the refusal of the latter was regarded as a strong presumption against him.—(Smith, Dict. Greek and Rom. Antiq., Art. Servus.) Thus cruelly did this sharp people seek to counteract the senseless rule of exclusion. Torture was recognized, but justice was not absolutely sacrificed.

The Romans seem to have borrowed this practice from the Greeks, or they were inspired to a kindred cruelty. Not only slaves, but even free persons of an inferior condition, were seldom examined except under torture. But any person who wished the testimony of a slave might obtain it on giving sufficient security to the master for full reparation on account of any damage he might receive from his torture. In the latter days of the empire, a general rule made the slaves inadmissible as witnesses, for or against his master, or his master's children, except in cases of treason, where the danger of the crime overruled ordinary considerations, and also in cases of incest and adultery; for the good reason that *in a society where all domestics were slaves any other evidence could hardly be procured.*—(Blair's Inquiry into Roman Slavery, pp. 62, 64.) But the latter reason might obviously exist in the case of any crime, so that, on principle, when other proofs were wanting, resort might be had to the testimony of slaves. Indeed, a learned commentator on the Roman law has distinctly said that this law did not admit slaves to be witnesses, unless the cause was

important, looking to the welfare of the republic, *or other proofs were wanting. Servos lex civilis non patitur testes esse, nisi causa sit ardua, ad reipublicæ spectans utilitatem, aut aliæ desint probationes.*—(Voet ad Pandec., lib. xxii, cap. 5, § 2; see also 1 Stephens's Slavery, 171.) It became customary, in civil matters, to admit the testimony of slaves as to their own acts, although affecting the interest of their masters; and after the establishment of Christianity, when heresy took its place as a crime to be dreaded as much as treason, the testimony of slaves was received equally with regard to each.

The rule of exclusion during the dark ages naturally took its character from the prevailing darkness. The barbarians did not, in this respect, soften the law of ancient Rome. This was a task attempted, amidst the cares of empire, by Charlemagne; but how little he accomplished may be seen in his Capitularies, where slaves are rejected as witnesses against their masters, except in cases of treason; and even *freedmen*, unless in the third generation, are not admitted to testify against freemen.—(*Capitularies*, lib. vi, cap. 157, 208.) And the same intolerance is attributed to the canon law. *Item placuit, ut omnes servi vel proprii liberti ad accusationem non admittentur.*—(*Potgiesser de Statu Servorum*, p. 612.) But it appears that at this time, among some races, it was the prerogative of royal serfs and of others, who were not of base condition, to have their testimony received against freemen, especially in cases of childbirth, violence, or death by accident.—(*Ibid.*, p. 611; Leg. Burgund., tit. vi, § 3.) And the influence of the clergy seems to have overruled this exclusion in certain specified districts. Thus, in 1109, on the petition of the ecclesiastics of Paris, King Louis VI conceded to the serfs of the latter a perfect liberty of testifying and combatting (*testificandi et bellandi*) against freemen as well as slaves; and this important concession was confirmed by the Pope, who declared, however, that there ought to be a difference in the conditions governing a family of the church and the slaves of secular persons.—(*Potgiesser*, 612.) Although this concession was made for the sake of the church rather than its humble dependants, it was an example by which the world became accustomed to receive the testimony of slaves.

But in England, under the common law, the rule of exclusion on account of slavery was never fully recognized. The *villein* seems to have been admitted as a witness in all cases except against his lord. "I do not know," says Mr. Hallam, "that his testimony, except against his lord, was ever refused in England."—(Hallam's Middle Ages, vol. i, ch. 2.) It was only in respect of his lord that he was without rights. But he was sometimes received, although the lord himself was a party, (Coke Lit., 122 *b*; Bro. Abr. Villeinage, 661; Fitzherbert, Vill. 38, 39, 4,) and in criminal cases generally it was no exception to a witness that he was a bondman.—(Hawkins's Pleas of the Crown, book 2, ch. 46, § 28.) Such, even at the beginning, was the voice of the common law. But with the disappearance of villeinage, all pretence of any exclusion on this account vanished in England, never to return.

If we follow this offensive rule, it seems to have found less acceptance in the possessions of other countries than with us. It has been inferred, after careful inquiry, that slaves in the Spanish and Portuguese settlements are not always incompetent as witnesses, while the *Code Noir* of Louis XIV, amidst ungenerous prohibitions, allowed their evidence to be heard "as a suggestion or unauthenticated information which might throw light on the evidence of the witnesses," and afterwards, by a later edict, sanctioned the testimony of slaves when white citizens were wanting, except against their masters.—(1 Stephens's Slavery, 174, 175.) But the rule is the natural complement of slavery, and it cannot be disguised that it has prevailed with corresponding degrees of force wherever slavery has been recognized. Its prevalence with us is only another illustration of the power of slavery.

If you would find the country where slaves have been most completely de-

spoiled of the right of testimony, you will not go to Greece or Rome, for in these countries the slaves were admitted to testify in certain cases; nor will you linger even in the dark ages, for there were then excepted cases; nor will you search English precedents, for the *villein* was incompetent only against his lord, and not always against him; nor will you look to the colonies of Spain, Portugal, or France, for in all of these the cruel rule was mitigated; but you will turn to those States of our republic, where the slave is not permitted to testify against his master or any other white person, and where even free colored persons, who have no master, are smitten with the same incapacity to testify against any white person.

THE GROUNDS FOR THIS INJUSTICE.

From the examples of history, the way is easy to an inquiry into the grounds on which this proscription is founded.

The true reason of this proscription may be traced to the prejudices engendered by slavery, and to the policy of sustaining this injustice. Indeed, it is hardly less essential to slavery than the lash itself. An early statute of Virginia places this rule on the ground that none but Christians should be witnesses, and even among these "Popish recusants and convicts" were inadmissible, (3 Hen. Stat., 293; act 1705, § 31.) But it is generally vindicated by dwelling on *the degraded condition of the slave, and the interest which he may have to conceal or deny the truth.*—(Wheeler's Laws of Slavery, p. 194, note.) A careful examination will show that this apology is as baseless as slavery itself.

Of course, if a witness is too degraded to feel the sanction of an oath, his testimony should not be received. Such is the unquestionable suggestion of reason; nor can it make any difference that the witness is white or black. But the slave is not necessarily and universally so degraded as to merit exclusion as a witness, nor is his interest to conceal or deny the truth different materially from that of other persons, although it is undoubtedly correct that under the instinct of self-defence against slavery he learns to deceive. But in every State except South Carolina *the oath of the slave is received against colored persons,* which could not be done if the allegation were correct that he could not be trusted under oath. A judge of South Carolina has vindicated the capacity of the slave in this respect, and thus unintentionally repelled the rule of exclusion. "Negroes, slave or free," says Judge O'Neale, "will feel the sanction of an oath with as much force as any of the ignorant classes of white people in a Christian country. They ought to be made to know that if they testify falsely they are to be punished for it by human laws. The course pursued on the trial of negroes, in the abduction and obtaining of testimony, leads to none of the certainties of truth. Falsehood is often the result, and innocence is thus often sacrificed on the shrine of prejudice."—(2 De Bow, 274.) But this learned judge of South Carolina is not alone in vindicating the propriety of examining the slave on oath. Judge Clayton, of the high court of errors and appeals in Mississippi, in delivering the opinion of the court, thus expressed himself: "It is also objected that there ought, in the case of slaves, to be some evidence of a sense of religious accountability, upon which the validity of all testimony rests, and that the same presumption of such religious belief cannot be indulged in reference to them as in regard to white persons. As to the latter, it is said, the presumption is in favor of their proper and religious culture and belief in revelation and a future state of rewards and punishments. As to slaves, it is contended the presumption does not arise because of a defect of religious education. It is true that if the declarant had no sense of future responsibility his declarations would not be admissible. But the absence of such belief must be shown. The simple elementary truths of christianity, the immortality of the soul and a future accountability, are generally received and believed by this

portion of our population. From the pulpit many, perhaps all who attain maturity, hear these doctrines announced and enforced, and embrace them as articles of faith."—(Lewis *vs.* The State, 95, & M., 118.)

But if slaves generally have a sufficient amount of religious belief to lend sanction to an oath, it is clear that they are not so degraded as to justify their exclusion as sworn witnesses. And the slave States, while excluding them, have practically recognized their fitness. Not only is the oath of a slave received in all of the slave States except South Carolina, but he is liable to punishment for perjury.—(See Rev. Code Del., cap. 80, § 28; Tit. 20, cap. 130, § 1; 1 Dors. Laws Md., 92, 777; Code Va., cap. 194, § 1, cap. 200, § 5; Rev. Stat. Ky., cap. 93, art. 7, § 14–16; Rev. Stat. N. C., cap. 111, § 52; Car. & Mich. Comp. Tenn., 674; Thomps. Dig. Fa., 540, § 11; 2 Cobb Dig. Ga., 974, § 19, 987, § 63 ;Code Ala., § 3315, 3318; Hutch. Code Miss., p. 521, § 59; and sometimes the punishment inflicted is barbarous. In Virginia, (Tabe. Dig., 335,) and also in Maryland, (1 Dors., 92,) the punishment formerly was "cropping." In Florida the statute appoints that the offender "shall have his or her ears nailed to posts, and there to stand for an hour, and moreover to receive thirty-nine lashes on his or *her bare back*," (act of 1828, § 41.) In Mississippi, if a colored person is found to have given false testimony, he is "to have one ear nailed to the pillory, and there to stand for the space of one hour, and then the said ear to be cut off, and thereafter the other ear nailed in like manner and cut off at the expiration of one other hour; and, moreover, to receive thirty-nine lashes on his or *her bare back*, well laid on, at the public whipping-post, or such other punishment as the court shall think proper, not extending to life or limb," (act of 1822, June 15.) But every recognition of the oath of a slave on any occasion, and especially every punishment of a slave for perjury, testifies to his capacity as a witness. The barbarism of the punishment testifies also against slavery. But it is vain to say that a slave is incompetent as a witness, when in certain cases he is already accepted as such, and is visited with cruel punishment if he violates his oath.

The absurdity of this pretension is illustrated by a provision in the statutes of Kentucky, (Rev. Stat., cap. 74, art. 3, § 8; art. 9, § 2,) that a slave in the penitentiary is a competent witness against a white convict. Such was formerly the law of Virginia, and even now he is a competent witness for the white convict. Thus so long as a slave commits no crime, his oath is not received in court to affect a white person even with the smallest pecuniary liability; but let him be sent to the penitentiary as a convict for crime, and forthwith his capacity as a witness is enlarged, and on his testimony a white convict may be deprived of life! But obviously the commission of a crime which carries with it the doom of the penitentiary must impair rather than increase confidence in the veracity of the criminal. Such is the absurd inconsistency in the application of this rule.

Although the rule, in its origin, may be traced to slavery, of which it is an important ally, yet, from the considerations already presented, it seems to follow that it is founded on a reason broader than slavery, suggested, however, by slavery. According to the logic of these considerations, the disqualification of the slave as a witness against white persons is not founded on the fact that he is a slave, because the disqualification, except in Delaware and Louisiana, attaches also to free colored persons; nor is it founded on the want of that religious belief which is required in a sworn witness, nor on any actual disregard of his testimony under oath, because the slave in certain cases is sworn, and his testimony under oath is accepted in the administration of justice, and he is punished for perjury; but it is simply, in the last analysis, *an incapacity attached by law to persons of color*. Indeed, the obvious inference from a judgment of Judge O'Neale (2 De Bow, 274) is, that, in his opinion, it is not slavery, but color, which is the ground of exclusion. But the committee have already shown the pernicious consequences of such a proscription, and especially that the disfranchisement of one

race operates as a privilege to all white persons—not excepting, in most of the States, even white convicts, who are at liberty to do as they please, and commit any crime in the decalogue "unwhipt of justice," if nobody but a colored person is present. It can need no argument to establish the unreasonableness of a disqualification which, according to the confession of its partisans, attaches to the shading of the human skin, especially in view of the terrible injustice which is its natural consequence.

But in Delaware and Louisiana the disqualification rests on the fact of slavery. In many of the other States, the free colored persons are so few in number that the fact of slavery seems still to overshadow the whole race. Assuming, then, that the disqualification may be traced not merely to the shading of the skin, but to the fact of slavery, it is none the less to be rejected, not only as a part of slavery, but as essentially irrational and unjust.

The slave feels the sanction of an oath hardly less than many white persons of inferior condition. On grounds of reason, therefore, and independent of prejudice, the two classes at the outset would be entitled to an equal degree of confidence, modified, of course, or decreasing where there was a manifest interest or temptation to testify falsely. But the slave is exposed to such disturbing influence less than a white person. He can have no pecuniary interest, since he has no right of property. And, except where his master is a party or is otherwise interested, he must be alike without hope of gain or fear of punishment to make him swerve from the truth. Accordingly, in all cases where his master stands indifferent, the reason for excluding the slave is not so strong as for excluding white persons of inferior condition, since the slave may feel the sanction of an oath as much as they, while he is less exposed to any disturbing influence. Such certainly is the conclusion, justified by the facts, on this head.

The dependence of the slave upon his master must naturally subject him peculiarly to his influence, whether from hope of reward or fear of punishment, so that his testimony in favor of his master would always be viewed with suspicion. If, contrary to this active interest, the slave testifies *against* his master, his testimony would seem to be worthy of peculiar consideration. But even where he testifies *for* his master, there can be no more reason for excluding his testimony than for excluding that of a child for a father or a mother, or of excluding that of a father or a mother for a child. Unquestionably, in each of these cases, the bias is stronger than any that can exist on the part of a slave, as love is stronger than fear. Therefore, there is no valid reason why a slave should not be permitted to testify *for* or *against* his master. The same considerations which determine the value of other testimony will suffice with regard to him; and thus, in every respect, the rule of exclusion becomes irrational and eccentric.

But this rule, whether applicable to slave or free colored persons, is still more irrational and eccentric when it is considered that the testimony is submitted to the scrutiny of a jury of white persons under the watchful observation of a court of white persons likewise, and that it can have no effect whatever except through the assent of their judgment. The motive which actuates the slave, whatever it may be, whether revenge, or interest, or fear, must be open to discovery. It is, therefore, preposterous to argue that any white person, at any time or anywhere, especially in a slave State, can be prejudiced by colored testimony, or that he can be convicted by a white jury under the eye of a white court, unless that testimony is strictly worthy of belief. The rule of exclusion, except as an expression of tyranny and prejudice, is an insult to the understanding and even to common sense.

If this rule were only irrational and eccentric, it might be pardoned to immeasurable madness and handed over to the derision of mankind. But even its absurdity disappears in its appalling injustice. Two things are obvious to the most superficial observation: first, that under its influence the slave is left

absolutely without legal protection of any kind, the victim of lawless outrage; and secondly, that even crimes against white persons may escape unpuned,his so that in these two important cases justice must fail. But this failure of justice becomes intolerable when it is considered that it is not from accident or temporary weakness, but that it is absolutely organized by law. Nor is it confined to slaves. It embraces in its ban free colored persons also, without regard to intelligence, property, or relations in life.

CONCLUSION.

Such is this proscription as it appears (1) in the various statutes of the slave States; (2) in the eccentricities of judicial decision; (3) in its consequences; (4) in the examples of history, and (5) in the grounds on which it is founded. Regarding it in either of these aspects it must be rejected. The statutes in which it is declared and the judicial eccentricities by which it is illustrated belong to the curiosities of an expiring barbarism. Its consequences shock the conscience of the world. The examples of history testify against it. The reason on which it is founded shows that it stands on nothing that is reasonable.

It is for Congress now to determine whether this proscription shall continue to be maintained in the courts of the United States, or, in other words, if a local rule—barbarous, irrational, and unjust—born of slavery—shall be allowed to exist any longer under the national sanction.

APPENDIX.

Letter of Hon. John Appleton, chief justice of Maine, to Hon. Charles Sumner.

BANGOR, *January* 24, 1864.

MY DEAR SIR: During the second session of the thirty-seventh Congress, when the bill "in relation to the competency of witnesses" was before the Senate, I perceive that an amendment you proposed, "that there shall be no exclusion of any witness on account of color," was rejected after debate. At the present session, a bill to effect the same object has been offered by the Hon. Mr. Lovejoy, of Illinois. As this question may again come up for discussion, and as it appertains to the domain of jurisprudence rather than of politics, I propose to call your attention to the present condition of the law on the subject, and to show the imperative need of a radical change therein, so far as relates to the administration of the law in the courts of the United States.

The due enforcement of the law in no slight degree depends upon its rules in reference to the admission or rejection of testimony. The law to be enforced—the substantive part—that which commands or prohibits, may be the perfection of legislative wisdom; yet, if by reason of exclusionary rules, the proof necessary for the establishment of *existing facts* is not forthcoming, the law however wise, becomes powerless, and to the extent thus rendered powerless, might as well not be.

By the act of July 16, 1862, chap. 189, "it is provided that the *laws of the State in which the court shall be held* shall be the rule of decision as to the competency of witnesses in the courts of the United States in trials at common law, in equity, and in admiralty." That Congress can, constitutionally, fix and determine the rules of evidence by which the courts of the United States shall be governed in all cases within their jurisdiction, was assumed in the judiciary act of 1789, and is assumed in and by the passage of the act just referred to.

But the laws of the several States are at variance as to the admissibility of witnesses. In some there are exclusions enormous in extent and disastrous in result. I refer to the exclusion of negroes and those of mixed descent, whether bond or free, and to Indians—by the former of which, in some of the States, the majority of the whole population are disabled from testifying *for* or *against* the dominant class; by the latter of which, the original occupants of the soil are denied by the higher civilization, which has wrested from them their lands, even the capacity to be heard as witnesses in the courts of those who now occupy and enjoy them.

I shall enter into no discussions as to the morality of slavery. Its rightfulness; its patriarchal antiquity; its Christian graces, and its moral beauties may be admitted; it may be conceded to be what many learned divines claim it is—an institution alike beneficial to master and to slave, sanctioned and approved by the laws of God and of man—the grandest and finest realization on earth of the golden rule, "that whatsoever ye would that men should do to you, do ye even so to them;" *or* it may be what the illustrious founder of Methodism so pithily and tersely described it—the sum of all villanies. In either view, for the institution is one in regard to the character of which theologians differ where moralists agree, the need of the testimony excluded is none the less apparent, and its reception none the less important.

In relation to all matters over which Congress has jurisdiction, or which are within the cognizance of the courts of the United States, we must be regarded as one nation. The acts of Congress extend over the whole people. They

should be everywhere the same; they should be uniform in their operation. The idea of opposing and conflicting legislation for the several States no one would entertain for a moment. If, instead of a general law embracing all the States, there were several and distinct statutes on the same subject-matter—as one tariff for South Carolina and another and distinct tariff for Massachusetts, to say nothing of its unconstitutionality—such legislation would never be submitted to. We should cease to be one people.

But if the rules of evidence, by and through which alone the facts to which the law is to be applied are ascertained, are diverse and conflicting in different States, it is manifest that in fact the laws to be enforced will be thus diverse and conflicting in their operation, because by reason of such admissions of witnesses in one State and the exclusions of the same in another, different judicial results must necessarily ensue. The statute may be the same in each State, but it is only so in name. A murder is committed on the high seas by a white man. The only witnesses to its commission are black men. The murderer, if tried in South Carolina, is acquitted—black men not being permitted there to testify. If tried in Massachusetts, with the same proof which existed and was attainable in South Carolina, but the reception of which was prohibited by its laws, he would be convicted. Practically, the law of the United States, as thus administered in accordance with the local law of evidence, prohibits and punishes murder *only* when committed in the presence of white men in certain States of the Union, and in the rest when committed in the presence of *any* man or men without respect to their color. Crime is punished or not according to the statute law of the State in which the trial is had, and the legislation of Congress ceases to be uniform over the whole nation.

Uniformity in the administration of the law is unattainable if the rules of evidence, by and through which it is administered, are conflicting and contradictory. It would be deemed absurd enough if a State were to establish different rules as to the admission or rejection of witnesses in its several towns and counties. If a bill were before Congress by which interested witnesses were to be admitted to testify in Maine, and were excluded in Massachusetts; by which the color of the witness should suffice for his rejection in Virginia, but should not in Maryland; by which all copper-colored men were declared to be so untrustworthy in Mississippi that they should not even be heard, while in Alabama no objection to their admission was allowed, and so on, with varying rules in the different States, probably few members would be found to give it support. But if these different rules exist in the several States, and receive the sanction of congressional adoption, wherein consists the difference? There can be no uniform administration of justice. If the rules of evidence vary; if the witnesses by whom the facts can be proved are received in one State and rejected in another, it is obvious, that with the same facts existing, provable by the same witnesses, before the same judge, under the same law, the results will vary as the needed and indispensable proof is admitted or excluded. Thus, while the statutes of the United States extend in terms over its whole territory, their successful enforcement will depend upon the latitude and longitude of the place where the attempt is made.

Were Congress to pass a general law defining the acts which shall be deemed offences and prescribing the punishment consequent upon their commission, and should further enact that when committed in the presence of black men or Indians they should not be punishable in one half of the States, and that in the other half, when so committed, they should be punished, the advocates of such legislation would not, it is to be hoped, be very numerous. But passing general statutes creating offences, and then enacting another general law adopting the rules of evidence of the several States by which blacks and Indians are excluded, and at the same time those of other States, where they are admitted, is doing this and no more.

The consequence of all this is, that while by one and the same statute a general law is established over the whole Union, by another and equally general law adopting the discordant and conflicting rules of evidence of the different States, the first is in part repealed, and its uniformity of action and effect is prevented. The same law is to be administered, but with contrarient and opposite rules of evidence, and of necessity with different and opposite judgments. Now, it matters little whether there be different statutes for the different States prescribing different laws, or there be one and the same statute for all, with another statute commanding the judges in administering the law to adopt different and conflicting rules in the ascertainment of facts in the different localities in which it may be their duty to administer it. Uniformity in legislation is an axiomatic principle. But here disconformity is required and established by statute.

Of the various and conflicting rules of evidence thus adopted by Congress, some are good and some are bad, some are wise and some are unwise. Thus, in some States, interested witnesses are excluded, in others not. In some, men are prohibited from testifying because their bodies are black or copper-colored. In others, these formidable proofs of testimonial untrustworthiness are disregarded, and black and copper-colored men are examined as witnesses. Of rules thus opposed, both cannot be right, both cannot be equally wise and equally conducive to the ends of justice.

In this conflict as to the rules of evidence in the several States, it is not the duty of statesmen to adopt all, good or bad, and with an impartial indifference to their goodness or badness, but to select the good, those which are conducive to the great end of justice, correct decision, and to reject those which, in their tendency, lead to misdecision. Unless this be done, unless uniform rules of evidence are established throughout the whole Union in the courts of the United States, the uniform action of any statute passed by Congress is delusive and unreal.

The expediency and necessity of uniformity in legislation being seen, the inquiry naturally arises, Which of two conflicting and opposite rules of evidence is to be preferred, regard being had to their conduciveness to correct decision. In other words, is the admission of negroes and Indians as witnesses favorable or adverse to the judicial ascertainment of the truth? They have the form of our common humanity; they have all the organs of sense; they can perceive, and perceiving, can make known their perceptions to others; that is, they have all the essential requisites of witnesses. Why not hear them?

The sources of evidence are everywhere the same Shall those sources be rendered available for the purposes of justice? The gravity and importance of the question will be more fully appreciated when it is remembered that the inquiry relates not to the exclusion of a solitary witness—as the exceptional atheist or the occasional convict—but that it involves that of millions; the rejection of distinct races of men; the aboriginal inhabitants of two continents, and their descendants, as destitute of testimonial veracity. As though there were any races—as though the Almighty had so failed and bungled in the great work of creation that there was any race of men of whom falsehood was the rule, and truth the exception.

That judicial action requires, or should require, for its basis, proof; that this should be sought for from all available sources; that existing, no matter where, it should be rendered forthcoming for the purposes of justice, would seem to be propositions so self-evident as to require neither argument nor illustration. That the sources from which evidence would be sought should vary in relative trustworthiness was to be expected, for witnesses in a cause cannot be selected in advance. When the burglar will enter the dwelling; when the assassin will stab; when the knave will defraud; when the dishonest will evade the obligations of his contract, can neither be foreseen nor foreknown; for if foreseen or foreknown, the entry of the burglar, the stab of the assassin, the frauds of the

knave, would have been guarded against and prevented; the violated contract would not have been made. Proof, therefore, must necessarily be had from sources corresponding to the act or contract to be proved; from the parties to the act or contract; from their accomplices and associates; their friends and relatives; from any and all who may have had knowledge of the transactions to be investigated.

No rule can be established in advance by which the degree of credit to which a witness should be entitled can be predetermined. The same law of nature by which the size, the strength, the complexion, is seen to vary, will equally exist in reference to clearness of perception, strength of recollection, and integrity of narration. Whether the perception of a witness is acute, his memory good, his integrity unimpeachable, can only be known after and consequent upon examination. Common sense requires a hearing in each particular case before deciding upon the greater or less degree of credence to be given to the witness. Of individuals, or of classes, there are none of whom falsehood can certainly be predicated in any particular instance. Exclusion, because of anticipated falsehood, is decision without and before hearing; decision adverse to the integrity of the witness. The law in one phase of its action, when the criminal is on trial, presumes his innocence; when a witness is to be called, in all its exclusions, the presumption is of guilt—anticipated perjury—to prevent which the witness is excluded; crime on the part of the witness, on its own part incompetency utter and irremediable, else there would be neither fear nor danger in receiving proof, against the truth of which the court excluding seems to be so fully and entirely warned.

However difficult it may be, after the full benefit of examination and cross-examination, after a careful comparison of one witness with another, to award to each the precise degree of credence which his testimony may merit, it is still more difficult to decide this without and before such hearing and comparison. Caution necessary in all cases may be more particularly required, therefore, when there is danger of undue credence. But caution and exclusion are entirely different. Caution places the judge on his guard against sinister bias, gives him all possible material for correct decision, but demands discretion and judgment in the use of the means furnished. Exclusion withholds and denies, in whole or in part, the materials indispensable for just decision. If the evidence excluded be true, no conceivable reason can exist for its rejection. Whether it will be true or false cannot be foreknown. Neither legislative nor judicial assumption can claim infallibility, yet excluding, such is the assumption. Misdecision, the excluded evidence being material, true, and unattainable from any other source, is seen to be inevitable. If the evidence be not true, that misdecision would ensue from its reception is by no means certain. If false, its very falsity, made manifest from other sources, would be an article of circumstantial evidence of no ordinary probative force in inducing correct decision. Presumed imbecility on the part of the judge of fact; presumed guilt, or rather guilt presumed on the part of the witness, if an opportunity to testify should occur: such the logic of exclusion. How can legislators foreknow that future judges, whose capacity and whose person are alike unknown, will be deceived by unknown witnesses of whose integrity and existence they are equally ignorant. But exclusion presupposes a judgment of which such exclusion is the consequence—a judgment without knowledge, or the possibility of knowledge of the veracity or want of veracity of those excluded, which determines the future perjury of the excluded class as preponderantly probable, and the future inability of all judges to justly decide on their testimony as reasonably certain.

The exclusion of testimony from whatsoever source is presumably wrong. Exclude evidence material and unattainable from any other source for whatsoever reason, plausible or otherwise; exclude evidence, and to the extent of and in proportion to the importance of the evidence excluded, the judge of fact

is deprived of the means of forming a correct judgment upon the facts. Exclude for any reason all evidence, and it remains only to determine the rights of litigants by lot.

He who would exclude material evidence, attainable from any source, is bound to give satisfactory reasons for such exclusion.

The reason assigned for excluding negroes and Indians as witnesses is "the degraded state in which they are placed by the laws of the State." They will steal and lie. Finding their own labor appropriated for the benefit of others, and looking at the subject from a somewhat different stand-point from that of their masters, that slaves, whenever they have, or deem they have, a safe opportunity, should, without fully appreciating the heinousness of their offence, or the benefits conferred by mastership over them, make reprisals of their own earnings, may well be deemed a natural result of "the degraded state in which they are placed by the laws of the State." So it would be strange if they had a chivalric regard for truth or were models of veracity. The plantation is hardly a better school for morals than for manners. The slave will probably be more addicted to falsehood than the freeman. It is the result of his condition. Falsehood is perhaps the only weapon, whether of offence or defence, most readily available, and the use of which is attended with the least danger.

But whether there will be truth or falsehood in any case, and from any individual, will depend upon the motives upon him, when and where he may be testifying, and upon their strength. The black as the white man, the bond equally with the free, are influenced by motives, and their testimony will be the resultant of those motives and their strength. There are no motives impelling one race to truth or to falsehood, which do not operate upon the other. The same motives at different times and under different circumstances may vary in their strength and intensity with different individuals or with the same individual. So, too, the tendency of the same motive may at one time be in the direction of falsehood, at another in that of veracity. Neither the motives nor their strength nor their direction depend upon the color of the skin or the woolliness of the hair. So far as the motives to the action of which an individual stands exposed tend in the direction of truth, the testimony delivered under their influence may be expected to be true. Wherever their tendency is adverse to the truth, falsehood may be anticipated. Motion is never in a direction contrary to that of the force impelling. The laws of matter are no more constant and unvarying than those of the mind. In no instance will the testimony, whether of the black, the copper-colored, or the white man, be adverse to the balance of motives affecting his mind and determining his conduct.

All men, the most vicious, the most false, the most indifferent to the obligations of integrity, utter the truth rather than falsehood. Truth is the language of nature; falsehood the rare and occasional exception. The greatest liar, no matter how depraved he may be, usually speaks the truth. The reason is obvious. Invention is the work of labor. To narrate facts in the order of their occurrence, to tell what one has seen or heard, is in accordance with the very laws of our being. To avoid doing this is a work of difficulty. Falsely to add to what has happened, carefully to insert a dexterous lie, requires ingenuity greater or less, according to the greater or less skill with which the lie is dovetailed among the surrounding truths. No matter how cunning the artifice, the web cannot be so woven that the stained and colored thread shall not be perceived. Love of ease, fear of labor, the physical sanction, are ever co-operating in favor of truth. Any motive, however slight and infinitesimal it is, may be sufficient to induce action in a right direction, unless overborne by other and superior motives in a sinister direction. By a sort of impulse, by the very course of nature, the usual tendency of speech is in the line of truth. There lives not, there never lived, there never will live the man of whose statements truth may not be predicated as the rule, and falsehood the exception. Society

could not subsist were it otherwise. Even in plantation life, the same rule must apply. In the intercourse of slaves with each other, with their masters, with all, truth must be the rule, falsehood exceptional. As in the ordinary intercourse of life, so it would be with judicially delivered statements. Indeed, his testimony, when uttered under the sanctions of an oath, and under the penalties of the law, would be more likely to be true, however rude and uncultivated the witness, unless those sanctions and penalties are to be regarded as in their tendency adverse to the truth.

In the great mass of cases truth might be expected. Intentional falsehood could never be anticipated unless when the witness is exposed to the influence of some motive acting with overwhelming force in a sinister direction. But no motive tending to falsehood, and every motive tending to truth, or the balance of motives having such tendency, truth would necessarily be the result, for men, however black, copper-colored or white, never act without motive, nor against motives, nor the balance of motives. There is no greater probability of any or all motives acting in a sinister direction upon one race than another, for are we not all children of our common father? There may be errors, but they will be those of deficient perception, defective memory, or inadequate expression—sources of error arising not from the color of the skin or the crisp of the hair.

The truth being the general rule, if the testimony is received, is material, and true, and being true is believed, justice is done; when, without its reception, injustice must have inevitably occurred.

But with the black, copper-colored, bond or free, as with the white man, the motives operating upon the witness may tend in a sinister direction and the testimony may be false. This, however, is no more peculiar to one race than to another. May not the same be said of the white man? But what does the judge in case of the white witness? He is exposed to the same danger. He cannot foreknow his truth. He may therefore be deceived. Does he then decline to hear him? Not he. Hearing, he weighs, compares and decides. Falsehood by its very nature is ever a source of danger to the person uttering it. Inconsistent with every true fact, inconsistent with every true witness, it is by its very nature exposed to detection and liable to refutation from any and every quarter. Of the statements of any witness part may be true and part false. The truth ever endangers the lie.

In the case of white witnesses, the judge relies upon the efficacy of cross-examination. Is that any the less efficacious with the slave than with his master? Is the intellect of the black man so acute, that he can baffle the sagacity of counsel? Are his perceptions so quick, that he can elude the vigilant watchfulness of the experienced judge?

But suppose falsehood the exceptional case by the very constitution of our nature, still the *danger of deception is not as the danger of falsehood.* If the testimony, being false, is not believed, injustice is not done. But too implicit credence is not a danger to be feared on the part of those who would exclude. Is the intellect of the judge darkened by hearing black witnesses? Is the judge, distrustful and diffident, competent to weigh white testimony and to accord to it the just measure of its trustworthiness, and does his capacity fail him when the color of the witness changes?

Where the witnesses are of either of the *excluded races, and their testimony,* being true, material, and necessary, is not *received,* injustice is inevitable.

The exclusion cannot be on account of the falsehood of the excluded witness, for in no particular instance can it be known *in advance,* by the legislation which excludes, what the witness would say.

The judge will hardly rest the exclusion of this testimony upon his incapacity to give it its due weight, he being capable to weigh that of the dominant race.

Neither is the exclusion on the ground of the servile condition of the excluded testimony, for when the black man or Indian is on trial, whether bond or free,

the black witness or the Indian, whether bond or free, is permitted to give testimony for or against those of his own race. *Such the general rule.*

Now it may be fairly assumed that the dominant and law-making race, when enacting laws for and imposing penalties upon the servile class or upon a degraded caste, do not desire that innocence should be punished, or that guilt should escape. When a black man is tried and black witnesses are examined, the judge of fact, by whatsoever name called, hears the evidence, and decides in whole or in part upon it. Is it deceptious? *If so, why receive it?* Is he incompetent to determine its just force and effect? If so, why make the attempt? Or does this species of evidence afford a satisfactory basis for a decision? If it affords no true basis for decision—if it is productive of misdecision—if such is the teaching of experience, why not repeal the law? Why receive testimony intrinsically untrustworthy against anybody? Is the law-giver or the judge indifferent to injustice? Is it immaterial to him whether it be done to the black man or not? To him justice is none the less desirable than if his complexion were lighter. Nor is his condition so desirable that he can any better dispense with justice than *those of the dominant class.*

Assuredly the master, purporting to administer justice, will not admit that he is indifferent whether it be administered or not; still less will he deny that he administers it. Judicially determining controversies between black men—criminal prosecutions against slaves, he had admitted witnesses of the same race, and of the servile class. He has found their reception, on the whole, favorable, or adverse to the ends of justice. If adverse, and such testimony continues to be received, then does the dominant and *law-giving race stand* self-convicted of the deliberate and wanton infliction of the deep wrong of injustice upon the servient race. If tending to misdecision, and that fact is known, as it must be known, no language of indignant *reprobation and scorn can be undeserved.*

If, on the other hand, the testimony is *conducive to correct* decision, when blacks are parties, and its continued admission is proof of the fact, what reason can be given why the same testimony should not be received between free men of the different races, and in prosecutions against slaves? The experiment of black witnesses has been tried. The evidence trustworthy as between blacks, would it at once become deceptious if admitted in suits where the parties were of the black and white races?

The importance, the necessity of the testimony of black men and Indians, bond or free, in controversies between those of their respective races, is recognized. None the less important and necessary is the admission of the same evidence in suits between those of the master class and those of a degraded caste. Is it any the less desirable that the white man should do justice to the negro or the Indian, than that the negro or the Indian should do justice to the white, or than that the black and copper-colored men should do justice to each other? If the black man or the Indian is to have his rights as against the white man, is he not entitled to the same witnesses against the white man which the latter has against the former?

Is justice to be administered according to color? At Athens, in ages past, justice was symbolled as blind, with bandaged eyes, that she might not know the parties. No such symbolic impartiality can be ascribed to American justice. The bandage is removed that she may discern the color of litigants and witnesses, for she metes out her judgments, not upon *inflexible principles of right,* but according to the varying complexions of her suitors. Between black litigants she receives all men as witnesses. When the parties are black and white, or copper-colored and white, she receives only white witnesses, and excludes the black or copper-colored.

The law-making class receive testimony in suits between parties of the black race, which they reject when they are of that and the white race: the color the cause of the difference. Was the testimony rightfully received in the one

case? Why not in the other? There may have been no other attainable proof in the former: equally so in the latter. *Penuria testium*, a civil law excuse for admitting testimony, the reception of which needs no apology, applies alike in each case, provided correct decision be the object sought to be obtained.

In controversies of this character it can hardly happen that there shall not be percipient witnesses of the facts in dispute belonging to each race. Those of one are received, while those of the other are rejected. The deliberate exclusion of testimony is the deliberate self-deprivation of the means of correct decision. With but half of a cause, with but fragments of the truth, what hope can there be that justice will be done?

But here, too, it may be urged, the testimony may be false—a reason applicable to all testimony; valid for disbelief after hearing, never for rejection before hearing; for whether true or false, could never be foreknown of any witness before hearing. Excluding is judging without hearing. Of what conceivable witness, of what race, can it be predicated with absolute certainty that the testimony *will be true or will be false?* The contingent possibility of falsehood is no reason for the exclusion of probable truth.

But the testimony being false, the judge may be deceived. What likelihood of deception and *consequent misdecision* on his part adverse to the law-making and testimony-excluding class? His sympathies are adverse—so adverse to the admission of the testimony that he would not even hear. Hearing, will he be unduly credulous of witnesses, of the untrustworthiness of whom he was beforehand so fully satisfied that he insisted upon their peremptory exclusion? If hearing, he should believe, what stronger, what more assured proof of its truthfulness than that, forgetting the prejudices of color and of caste, he has given reluctant credence to testimony he would not willingly have heard? By so doing, justice is done to the black. Is not that what the judge wishes to do—insists he is doing—seeks all available means of doing; but which the law denies him the opportunity of doing, whenever the requisite proof is withheld?

If disbelieved, still the wisdom of the admission is none the less apparent. It is not merely desirable that justice be done, but that it seem to be done. When all the material needed for correct decision is before the court, it may, nevertheless, err; but possible error with the means of correct decision, affords no reason for withholding the means essential to that end. If the certainty of correct decision is not greater with than without proof, better resort to chance, to the lot, and abide the issue.

Whether justice is to be administered to the rich man or the poor, to the native-born or the foreigner, to the slave or the freeman, to the white, the copper-colored, or the black man, the rules of evidence best fitted to elicit truth from every source, from lips willing and unwilling, should be adopted. The object, in all cases, the same—the ascertainment of the truth. The rules for the black man cannot vary from those for the white—for the bond from those for the free. The same end being alike sought, the means for its attainment cannot be variant.

It was decided in Com. *vs.* Oldham, 1 Dana, 466, and in William *vs.* Blincoe, 1 Lit., 171, that a free man of color might, by his oath, require a white man to keep the peace. "A free man of color," remarks Robertson, C. J., "may sue and be sued. When he is plaintiff he may swear for the continuance of the cause. He may make an affidavit requiring bail. They are incident to his freedom, and *without them he would be virtually disfranchised.* And when he swears to facts against a white man to compel to keep the peace, he is not a 'witness,'* but a party swearing to what any other party may." The black man is allowed to swear the peace against his white neighbor and compel him

* A free person of color is not a witness in the courts of South Carolina, *even when the parties are of his class.*—Groning *vs.* Devana, 2 Bailey, 192.

to give bonds to keep the peace. But is he not a witness then? Does he not testify? Is not an oath administered; and, being administered, does not the magistrate base official action upon his testimony? Does he not so far believe the witness as to require the white-man to give security to keep the peace? A witness thus far, because, if not to this extent, "he would be virtually disfranchised." Suppose the white man breaks the peace; is the black then received to testify? Not at all. Is he not then virtually disfranchised, if, on a trial for a breach of the peace for an assault committed, his testimony is rejected? If allowed to testify for the purpose of preventing a wrong, why should he be prohibited from testifying when the wrong is done? What is the security good for if, when the bond is broken, he cannot be a witness in a suit for its enforcement?

Indeed, as the law now is in all the slave and in many of the free States, a white man may commit any and all conceivable outrages upon the persons and property of the negro and Indian, in the presence of any number of either of those races, bond or free—he may perpetrate any fraud upon, or violate any contract with them—and all this with entire impunity, unless they can establish the facts required for redress by the testimony of white witnesses. Unlimited license to commit any crime upon, or to do any wrong to, the black and copper-colored races, is thus awarded to the white man, unless those of his own complexion are present. Shall Congress sanction the enormities resulting from such laws, by establishing them as those by and under which its own statutes are to be enforced? Well might Montesquieu say, "it is impossible for us to suppose these creatures to be men; because by allowing them to be men, a suspicion would follow that we ourselves are not Christians."

In cases, civil and criminal, in which the dominant race are the litigants, the necessity of this testimony is none the less than in those where the parties are of different races, yet the exclusion is made peremptory "when the parties are free white *Christians*." *

It seems to have been settled with great deliberation that a master may shoot his slave, male or female, by way of correction, and that he is not liable therefor to indictment. ‡ This general right of shooting is recognized as one of the necessary incidents of ownership, and its exercise is limited to the owner. If a white man, therefore, having no right of property, should shoot a slave, he would be held liable to the owner for the injury done his property. ‡ Suppose the slave only wounded and the only witness, or, if killed, black men only witness his murder; is property not to receive protection? Is not the owner entitled

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* In Rusk *vs.* Sawerwine, 3 How. and Johns., 97, Nicholson, C. J., held Minta was an incompetent witness; the plaintiff and defendant being free white *Christian persons.* The plaintiff appealed, and the case was argued before Chase, C. J., Buchanan, Gant, and Earl, justices, when the judgment was affirmed.

‡ In State *vs.* Mann, 2 Dev., 263, the defendant was indicted for an assault and battery upon Lydia, the slave of one Elizabeth Jones. On the trial, it appeared that the defendant had hired the slave for a year; that during the term the slave had committed some small offence, for which the defendant undertook to chastise her; that while in the act of so doing, the slave ran off; whereupon the defendant called upon her to stop, which being refused, *he shot at and wounded her.* The judge in the court below charged the jury, that if they believed the punishment inflicted by the defendant was cruel and unwarrantable, and disproportionate to the offence committed by the slave, that in law the defendant was guilty, as he had only a special property in the slave. A verdict was returned for the State, and the defendant appealed. The judgment below was reversed; and judgment was entered for the defendant.

‡ Trespass for killing the plaintiff's slave. It appeared the slave was stealing potatoes from a bank near defendant's house. The defendant fired upon him with a gun loaded with buck and killed him. The jury found a verdict for plaintiff for one dollar.

Nott, J., held there must be a new trial; that if the jury were of opinion the slave was of bad character, some deduction from the usual price must be made; but the plaintiff was certainly *entitled to his actual damage for killing his slave.*—(Richardson *vs.* Duke, 4 McCord, 156; Wallis *vs.* Frazier, 2 N. and McCord, 516.)

to his actual damage? Without this evidence anybody may shoot slaves for amusement or revenge, with great detriment to the rights of property, provided it be done out of sight of white men.

So, too, in criminal cases, the black man may be the only witness by whom the innocence of the accused can be established. Innocent, and the witness black, if the testimony is rejected, the innocent white man must suffer the penalty of guilt. The accused guilty, the testimony of black men the only existing proof, its rejection necessitates an acquittal, and guilt escapes punishment.

The need of this testimony becomes still more apparent if it be the design of government to enforce its own laws. If half the population of a State capable of being witnesses were to be excluded on account of size or sex, how manifest it is that with such exclusions the attempt to do justice would be almost hopeless. Color affords no more logical reason for exclusion than size or sex.

In controversies between those of the white race, it is not a matter of privilege to the black man, who has no interest in the controversy, that he be permitted to testify, any more than it would be to the white man under like circumstances. If being a material and needed witness, either is excluded, it is the cause of justice that is endangered. Justice is equally denied when suitors are refused access to her temple, as, when having access, they are prohibited the use of the testimony by which alone right can be established.

But why not hear this testimony in suits between, or in prosecutions against, white persons? It is none the less needed because the parties are white. Is the judge of fact, howsoever called—chancellor, judge, or juryman—any the less able to weigh the evidence of black persons because the color of the parties litigant differs from that of the excluded race? Self-satisfied with his ability to judge of the trustworthiness of black witnesses, when the parties are of the same color, does his judicial ability vanish upon a change of color on the part of the suitors? Receiving this testimony with parties of the black or Indian races, and weighing or assuming to weigh it, cannot he do the same thing when white men are litigating before him? The judge competent for his position, is he so afraid of the seductive influence of black witnesses that he will not trust himself to hear them? Is the black man more untrustworthy when parties are white than when black? Is he more deceptious? Does the ability of the judge vary with the varying races and conditions of those to whom he is meting out justice? If not, then he can weigh this testimony as well when one race is litigating as another, and it has been seen he has no scruple to use it where the parties and the witnesses are of the same color. The real danger is not of undue credence, but that, hearing, the judge will not give it the weight to which it is justly entitled. But that objection is not open to the advocate of exclusion, who protests that it is so utterly unreliable that he is unwilling even to hear it.

Exclusion, let it be remembered, depends not on the *status* of the witness, for free blacks and slaves are alike admissible for or against those of their own race, whether bond or free. Where the rights of the dominant race are involved, the black, though free, is excluded. The admissibility of witnesses is made to depend not upon their condition, but upon their color alone.

No other instance can be found in the legislation of any nation, civilized, semi-civilized, or barbarous, in which free men have been rejected as witnesses because of their color. By the civil law slaves were not admitted to testify. Such, too, is the Mahometan law on this subject. But the exclusion is limited to the slave. When free, he is at once a competent witness, irrespective of his color or his descent.*

* By our treaty with Mexico, by which we obtained California, we guarantied that citizens of the ceding republic should have equal rights with those of the republic to which the cession was made. Yet the moment California became ours, the negro and the Indian, though citizens of the ceding republic, and by their laws witnesses, were at once deprived of testimonial capacity.

The negro and the Indian are excluded on account of color. After successive intermixtures of their races with the white, varying in the different States, their descendants are received. The white race being regarded as the type of truth, the more it is intermingled with the degraded castes, the more trustworthy the witness—the mulatto than the negro, the quadroon than the mulatto—till, at length, after sufficiently numerous acts of illicit intercourse, continued through successive generations, testimonial trustworthiness is restored.

The exclusion of evidence is the unmistakable proof of deficient civilization. The barbarian refuses to have witnesses, and resorts to ordeals by fire and by water. Unwilling to trust his own judgment, he is willing to trust to chance. He prefers exclusion to investigation. Rather than weigh testimony he would reject it. He excludes the Mahometan, and is in return excluded by him, and for the self-same reason that the belief of the judge excluding differs from that of the witness excluded. Of all exclusions, the one most libellous upon humanity, most blasphemous to Deity, is that by which whole races of men are prohibited from testifying on account of their color, as if mendacity was the result of their having a greater amount of pigment cells, and a greater number of cutaneous glands; as if the Almighty had so failed as to have created whole races of men so untrustworthy that it would be unsafe even to hear their testimony. But barbarous methods for the investigation of truth recede before the advance of civilization. The ordeal has passed away. The judicial lot has ceased. Interested witnesses are received. The Christian hears the Mahometan, and whether the Mahometan reciprocates depends upon the distance he has receded from barbarism. Testimony is judged by weight, not by count—after, and not before and without hearing. I trust the time will soon come when it will cease to be a reproach to this age and nation that whole races of men are prohibited from testifying, not from any fault of theirs, but because God in his wisdom has seen fit to impress upon their form a browner or a blacker skin than upon the bodies of the race by whose legislation they are excluded.

I am, very truly, yours, &c.,

JOHN APPLETON.

Hon. CHARLES SUMNER,
Senate of the United States.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 26.

IN THE SENATE OF THE UNITED STATES.

MARCH 1, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Elizabeth Mills, widow of John Mills, praying an increase of pension, beg leave to report:

That it appears that the petitioner is now in receipt of the pension allowed by law, and, no special circumstances being shown why it should be increased, the committee recommend that the prayer of the petition be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 28.

IN THE SENATE OF THE UNITED STATES.

MARCH 7, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 150.]

The Committee on Pensions, to whom was referred the petition of citizens of Portland, Maine, praying that a pension may be granted to Jessie Gould, widow of Daniel Gould, beg leave to report:

That it appears that Daniel Gould, the husband of the petitioner, was hired by the collector of the port of Portland to remove ammunition and guns from the schooner Archer, which had been put on board of her by the confederate pirate Tacony; that while in the discharge of this duty, and in the employment of the United States, he was accidentally shot, and died of the wound the next day.

The committee think that this case falls within the general spirit of the pension laws, although not within their letter, and therefore report the accompanying bill, with a recommendation that the prayer of the petition be granted.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 29.

IN THE SENATE OF THE UNITED STATES.

MARCH 8, 1864.—Ordered to be printed.

Mr. DOOLITTLE made the following

REPORT.

[To accompany bill S. No. 156.]

The Committee on Foreign Relations having been instructed by the Senate to inquire what further legislation, if any, is required to carry into effect the fourth article of the treaty with Great Britain, of August 9, 1842, *submit the following report:*

The fourth article of the treaty of Washington, concluded between Great Britain and the United States on the 9th of August, 1842, is in the following words:

"All grants of lands heretofore made by either party within the limits of the territory which by this treaty falls within the dominions of the other party shall be held valid, ratified, and confirmed to the persons in possession under such grants, to the same extent as if such territory had by this treaty fallen within the dominions of the party by whom such grants were made; and all equitable possessory claims arising from a possession and improvement of any lot or parcel of land by the person actually in possession, or by those under whom such person claims, for more than six years before the date of this treaty, shall in like manner be deemed valid, and be confirmed and quieted by a release to the person entitled thereto of the title to such lot or parcel of land so described as best to include the improvements made thereon; and in all other respects the two contracting parties agree to deal upon the most liberal principles of equity with the settlers actually dwelling upon the territory falling to them, respectively, which has heretofore been in dispute between them."

So far as the United States are concerned, the foregoing article is an agreement on their part to respect the possessions of all persons found at the date of the treaty upon that part of the before disputed territory which fell to Maine by the new line of boundary. The extent to which such possessions are to be respected is accurately defined.

All persons in possession under grants are to have their grants fully confirmed according to their terms.

All persons holding by mere possession, if their possession dates six years or more prior to the treaty, are to hold their lands run out by metes and bounds so as to cover their improvements, and they are to be "confirmed and quieted by a release to the person entitled thereto of the title to such lot or parcel of land."

All persons holding by mere possession, if their possession did not commence six years prior to the treaty, are entitled to the benefit of the following stipulation: "And in all other respects the two contracting parties agree to deal upon the most liberal principles of equity with the settlers actually dwelling upon the territory falling to them, respectively, which has heretofore been in dispute between them."

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 29.

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It appears that in 1843 the States of Maine and Massachusetts instituted a joint commission to examine the claims of persons entitled to be confirmed in their grants and possessions, and authorized deeds of release to be made to the persons found to be thus entitled. The ownership of nearly all the lands in the before disputed territory was then jointly in those two States. The operations of the commission instituted in 1843 were principally confined to the settlements of the Madawaska French, which were ancient and well known. It soon became apparent, however, that a large number of cases of claims entitled to be quieted existed, and which had escaped attention by being scattered over a great territory little accessible by roads, and of which not much was known in Maine until some years after the possession of it was recovered by the treaty. Accordingly, in 1854, Maine, having become in the mean time the owner of all the lands by a purchase of the half belonging to Massachusetts, instituted a new commission to ascertain and report all the cases of possessory rights which had escaped the attention of the commission instituted in 1843.

The first commission reported as entitled to be confirmed 53,822 acres, and this was done by deeds from Maine and Massachusetts, who were the owners of the land. Of this land, 52,300 acres were the joint property of Massachusetts and Maine, and 1,521 acres were the separate property of Maine.

The second commission reported as entitled to be confirmed 63,454 acres of land belonging to the State of Maine, and 8,107 acres belonging to private proprietors in the Eaton grant and in the Plymouth township.

By an act of the present Congress, passed at the first session, the persons in possession of these 8,107 acres of land in the Eaton grant and in the Plymouth township have been quieted. This act made an appropriation, at the rate of four dollars per acre, to induce the private proprietors to execute the "releases to the persons entitled thereto," which the United States are under treaty obligations to procure.

As to the 63,454 acres of the lands of Maine, now in the occupancy of persons entitled to be quieted in their possessions, Maine has indicated her willingness to quiet them by the necessary releases of title, upon receiving from the United States an adequate compensation for these lands, and for the lands conveyed under the report of the commission instituted in 1843.

And the call is now made upon the United States to execute the fourth article of the treaty of Washington, by making such an appropriation of money in payment for the lands of Massachusetts and Maine falling within the purview of the article as will compensate their fair value, and thus justify Maine in executing the releases of title which are stipulated by the treaty.

The duties of the United States under the fourth article of the treaty of Washington have been acknowledged not only by the passage of the law to quiet titles in the Eaton grant and in the Plymouth township, but by the payment to Maine and Massachusetts of the expenses of the commissions before referred to, as instituted in 1843 and 1854.

The suggestion may, perhaps, be made that Maine and Massachusetts have already been paid for the lands taken from them by the fourth article, but this suggestion will not bear examination.

By the new line of boundary fixed by the treaty Maine lost 5,012 square miles, or 3,207,680 acres, of the jurisdiction and soil of territory to which her title had been declared indisputable by the federal government. The consideration received by Maine and Massachusetts for the soil, nothing being allowed for the jurisdiction surrendered, was three hundred thousand dollars. And it abundantly appears that this payment was proposed for their assent to the new line of boundary and the consequent loss of territory north of the river St. John, and not as the price of lands which they might lose under the fourth article. This payment was proposed by Mr. Webster as the consideration of their assent

to the treaty, when it did not contain the provision now contained in the fourth article.

In a letter to the commissioners of those States, of July 15, 1842, Mr. Webster says:

"Under the influence of these considerations, I am authorized to say that if the commissioners of the two States *assent to the line as described in the accompanying paper*, the United States will undertake to pay to these States the sum of $250,000, to be divided between them in equal moieties; and, also, to undertake for the settlement and payment of the expenses incurred by these States for the maintenance of the civil posse, and also for a survey which it was found necessary to make. The *line* as suggested, with the *compensations* and *equivalents*, which have been stated, is now submitted for your consideration."

The pecuniary equivalents proposed were for the assent of Maine and Massachusetts to a new line of boundary. The "accompanying paper" referred to by Mr. Webster did not contain the provision set out in the fourth article. That was added as one of the conditions of the assent of Maine.

In the acceptance (July 20, 1842) of Mr. Webster's proposition by the commissioners of Massachusetts the following language is used:

"The State of Massachusetts, through her commissioners, hereby relinquishes to the United States her interest in the lands *which will be excluded from the dominion of the United States by the establishment of the boundary aforesaid.*"

The treaty itself, in the fifth article, defines with precision for what the sum of $300,000 was paid to Maine and Massachusetts, in the following language:

"The government of the United States agreeing with the States of Maine and Massachusetts to pay them the further sum of $300,000, in equal moieties, *on account of their assent to the line of boundary* described in this treaty, and *in consideration of the conditions and equivalents received therefor from the government of her Britannic Majesty.*"

The treaty of Washington, so far as boundaries were concerned, was, in fact, an exchange of territory in Maine for territory added to New Hampshire, Vermont, and New York, and for territory acquired by the United States in the northwest, while the $300,000 paid to Maine and Massachusetts was the assumed value of these territorial advantages obtained elsewhere at the expense of Maine. This is so expressly stated in the treaty itself, but will be illustrated by some reference to the correspondence which preceded it.

In his note of June 21, 1842, to Mr. Webster, Lord Ashburton says:

"It may be well at the same time to state my views respecting the adjoining boundary of the States of New Hampshire, Vermont, and New York, because they made part of the reference to the King of Netherlands, and were, indeed, the only part of the subject in dispute upon which a distinct decision was given.

"The question here at issue between the two countries was as to the correct determination of the parallel of latitude, and the true source of the Connecticut river. Upon both these points decisions were pronounced in favor of Great Britain. * * I am nevertheless disposed to surrender the whole of this case, *if we should succeed in settling, as proposed, the boundary of Maine.*"

In their note of June 29, 1842, to Mr. Webster, the Maine commissioners say:

"It appears, by his (Lord Ashburton's) communication to you, that his lordship proposes to yield the disputed territory claimed by New Hampshire, at the sources of the Connecticut river; the strip of disputed territory, embracing Rouse's Point, on Lake Champlain, north of the same parallel, in the possession of the State of New York, notwithstanding they have been decided by the arbiter to belong of right to Great Britain.

"Now, the undersigned are fully aware of the importance of having all those difficulties in regard to boundaries amicably adjusted, and that it is highly desirable to have them so adjusted, and to the particular States interested to be confirmed and quieted in their respective limits and possessions. But it cannot have escaped your attention that all this is proposed to be done partly at the expense of Massachusetts, but principally at the expense of Maine."

In his note of July 8, 1842, to Lord Ashburton, Mr. Webster says:

"Your lordship intimates that, as a part of the general arrangement of boundaries, England would be willing to surrender to the United States Rouse's Point, and all the territory heretofore supposed to be within the boundaries of New Hampshire, Vermont, and New York, but which a correct ascertainment of the forty-fifth parallel of north latitude shows to be included within the British line. This concession is, no doubt, of some value. If made, its benefits would inure partly to those three States and partly to the United States, and none of it to the particular interests of Maine and Massachusetts. If regarded, therefore, as a part of the equivalent for the manner of adjusting the northeastern boundary, the two last States would perhaps expect that the value, if it could be ascertained, should be paid to them."

In his letter of July 15, 1842, to the Maine commissioners, Mr. Webster, after reciting the cessions offered by Great Britain to New Hampshire, Vermont, and New York, says:

"It is probable, also, that the disputed line of boundary in Lake Superior might be so adjusted as to leave a disputed island within the United States.

"These cessions on the part of England would inure partly to the benefit of the States of New Hampshire, Vermont, and New York, but principally to the United States. The consideration on the part of England, for making them, would be the manner agreed upon for adjusting the eastern boundary. *The price of the cession, therefore, whatever it might be, would in fairness belong to the two States interested in the manner of that adjustment.*"

In his message of August 11, 1842, communicating the treaty of Washington to the Senate of the United States, President Tyler says:

"Connected with the settlement of the line of the northeastern boundary, so far as it respects the States of Maine and Massachusetts, is the continuation of that line along the highlands to the northwesternmost head of Connecticut river. Which of the sources of that stream is entitled to that character has been matter of controversy and of some interest to the State of New Hampshire. The King of the Netherlands decided the main branch to be the northwesternmost head of the Connecticut. This did not satisfy the claim of New Hampshire. The line agreed to in the present treaty follows the highlands to the head of Hall's stream, and thence down that river, embracing the whole claim of New Hampshire, and establishing her title to 100,000 acres of territory more than she would have had by the decision of the King of the Netherlands.

"By the treaty of 1783, the line is to proceed down the Connecticut river to the 45th degree of north latitude, and thence west by that parallel till it strikes the St. Lawrence. Recent examinations having ascertained that the line heretofore received as the true line of latitude between those points was erroneous, and that the correction of this error would not only leave on the British side a considerable tract of territory heretofore supposed to belong to the States of Vermont and New York, but also Rouse's Point, the site of a military work of the United States, it has been regarded as an object of importance, not only to establish the right and jurisdiction of those States up to the line to which they have been considered to extend, but also to comprehend Rouse's Point within the territory of the United States. The relinquishment by the British government of all the territory south of the line heretofore considered to be the true line has been obtained, *and the consideration of this relinquishment is to inure, by the provisions of the treaty, to the States of Maine and Massachusetts.*"

President Tyler notices also the acquisition by this treaty of "Sugar island, or St. George's island, lying in St. Mary's river, on the water communication between Lakes Huron and Superior," and observes, in respect to this island, that "both from soil and position it is regarded as of much value."

He notices, also, that from Lake Superior to the Lake of the Woods the British commission under the treaty of Ghent had "insisted on proceeding to Fond du Lac, at the southwest angle of the lake, and thence, by the river St. Louis, to the Rainy lake;" whereas, by the treaty of Washington, the line starts from Lake Superior, at the mouth of Pigeon river. Upon the additional territory thereby confirmed to the United States President Tyler observes:

"The region of country on and near the shore of the lake, between Pigeon river, on the north, and Fond du Lac and the river St. Louis, on the south and west, considered valuable as a mineral region, is thus included in the United States. It embraces a territory of four millions of acres northward of the claim set up by the British commission under the treaty of Ghent."

It thus abundantly appears that the $300,000 stipulated by the fifth article of the treaty to be paid to Maine and Massachusetts had no reference to the

lands lost by them under the fourth article, but was solely for their assent to a new line of boundary, and their consequent loss of territory north of the St. John's river. And it also appears that this sum was not paid to them either as a gratuity or even as an indemnity for their loss of territory, but as the assumed value of the cession obtained for it elsewhere by the United States of territory, undoubtedly British, on the north of New Hampshire, Vermont, and New York, and of the settlement in favor of the United States of disputed points in respect to a valuable island in the St. Mary's river, and to the boundary line west of Lake Superior. The liberality and patriotism of Maine and Massachusetts in yielding so much for the national good, for a compensation so inadequate, well deserved the following acknowledgment in the message of President Tyler of August 11, 1842:

"Ordinarily, it would be no easy task to reconcile and bring together such a variety of interests in a matter in itself difficult and perplexing; but the efforts of the government in attempting to accomplish this desirable object have been seconded and sustained by *a spirit of accommodation and conciliation on the part of the States interested, to which much of the success of these efforts is to be ascribed.*"

Upon the whole case, the committee believe that the United States are under obligations to quiet the settlers upon the public lands of Massachusetts and Maine, under the fourth article of the treaty of Washington, by procuring for them releases of the titles to their lots, and that for this purpose an appropriation should be made equal to the fair value of these lots.

In 1852 the Committee on the Judiciary of the Senate reported that this fair value would be one dollar and fifty cents per acre.—(Senate Reports, No. 361, 32d Congress, 2d session.)

An agent of the United States, who visited the Eaton grant and Plymouth township, under authority of a resolution adopted by the Senate on the 18th of July, 1856, reported as his own opinion, which is confirmed by the evidences accompanying his report, that the value, in a state of nature, of the lots taken by settlers in those tracts, was two dollars per acre.

It is not probable that the value of the lots taken by settlers in those tracts exceeds the average value of the lots taken by them upon the lands of Maine and Massachusetts. They are all selected and choice lots, in a region of great fertility.

The committee, however, have reason to suppose that under the difficulties of the times an appropriation at the rate of one dollar and twenty-five cents per acre, the minimum price of the lands of the United States, will be sufficient to obtain the releases of title which the United States are bound to procure.

The committee have also considered it expedient to require as a condition that Maine shall assume to quiet any further rights of settlers under the fourth article of the treaty of Washington which may hereafter be discovered to exist.

It appears from the testimony taken by the agent of the United States, appointed under the Senate resolution of July 18, 1856, that the prosperity of the late disputed territory in Maine has been considerably retarded by the delays, already long, which have occurred in quieting the titles of settlers. This agent says, in his report, that "the value of the improvements has not materially increased since the making of the treaty, and the reason assigned for the absence of improvements is *the uncertain tenure by which they hold their lands.*"

The treaty of Washington having been concluded in 1842, and the final ascertainment of possessory rights under the fourth article having been made in 1854, the committee believe that the duty of the United States in the premises should be discharged without further delay; and therefore report the accompanying bill.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 30.

IN THE SENATE OF THE UNITED STATES.

MARCH 16, 1864.—Ordered to be printed.

Mr. COLLAMER made the following

REPORT.

[To accompany bill S. No. 174.]

The Committee on Post Offices and Post Roads, to whom was referred the memorial of Marshall O. Roberts and others, trustees of A. G. Sloo, contractor for carrying the mails between New York, New Orleans, Havana, and Chagres, praying compensation for extra mail service, report:

That they have considered the case presented in said memorial, and adopt the report heretofore made on that subject, which is hereto appended. They report a bill, leaving to the Postmaster General the rate of compensation for said extra service, under certain restrictions.

IN THE SENATE OF THE UNITED STATES.

JUNE 11, 1858.—Mr. YULEE made the following report.

[To accompany bill S. No. 455.]

The Committee on Post Offices and Post Roads, to whom was referred the memorial of Marshall O. Roberts and others, trustees of A. G. Sloo, contractor for carrying the mails between New York, New Orleans, Havana, and Chagres, praying compensation for extra mail facilities on that route, respectfully report:

That the contract with A. G. Sloo required the transportation of the mails in the steamships between New York and New Orleans, touching at Havana, twice monthly each way; and also between Havana and Chagres twice monthly.

In the early part of the service the line was required to touch also at Charleston and Savannah, but as the Isabel line from Charleston and Savannah to Havana better accommodated those localities, this requirement was abandoned as useless and dilatory of the mails.

[For the details of the contract, see copy of it appended, No. 1, and see also Statutes at Large, vol. 9, p. 187.]

It is claimed by the memorialists that, in addition to the contract service, they have performed other beneficial service in the transportation of the Pacific mails, for which they ask a just remuneration.

The service for which they claim an equitable recompense is for the trans-

portation of a mail direct between New York and Chagres, commencing in 1851, and between New Orleans and Chagres, for two years of the time. The service required by the contract was continued during all the while, except that part of it between Havana and Chagres, which was suspended during the direct service between New Orleans and Chagres.

There is no doubt the alleged service was rendered as claimed. The proof is official and sufficient.

This fact being recognized, the committee are disposed to consider if the service was beneficial to the government and the public, and was performed with the sanction of the Post Office Department. If the mails were transported by these extra conveyances with the assent of the department, and it was a useful service, which the contract did not oblige, and therefore was outside of it and beyond its stipulations, the committee would feel obliged to recommend a suitable reward, upon the principle that every citizen is entitled to be recompensed from the general fund for individual time and means devoted to the general benefit in the performance of a governmental purpose. This principle is fairly applicable even when the service is intrusively and voluntarily rendered, without sanction of law or authority of government, if it prove to have been rendered in a good spirit, and to be a proper and useful service—such an one as the government might legitimately render to its citizens, and would be proper to be provided—because a generous public, better able to pay for a service than an individual to render it gratuitously, will not refuse reward for an acknowledged benefit not imposed by the ordinary obligations of good citizenship. But if the service is shown to be one which was not only beneficial and proper to be provided by government, but was performed with the knowledge and approval of a public officer, because it was believed to be beneficial, and was so performed with an expectation of remuneration, which expectation was known by the officer to be entertained during all the service, the appeal to the public justice is unquestionably entitled to be favorably considered.

1st. Was the service rendered with the knowledge and sanction of a public officer?

That it was so is sufficiently established by the fact that the mails were transported in the ships of the memorialists, because they can only be delivered on board from the post office by the express order of the Postmaster General.

2d. Was it a beneficial service, and one which it belonged to the purposes of government to supply?

It appears by the official correspondence referred to the committee that the effect of the service was to expedite the mails between New York and San Francisco, at the least, *two days*. This was, of course, beneficial. And that it was regarded by the department to be a beneficial service, and preferable to the regular contract route, is shown by the fact that the Postmaster General took the New York mail from the route appointed by Congress, and transferred it to the private ships of the memorialists.

This improved service it was not only proper for the government to supply, but was, under the circumstances, a duty of the government. The only exception which could be taken to the mode adopted, was that the Postmaster General undertook to order it himself without previous authority of law. This is a fault which cannot be visited upon the memorialists, and, so far as the department is concerned, the committee think that, in view of the commercial urgencies of the time, the Postmaster General may very well be justified for acting promptly, although without strict authority of law, especially as the fact was reported to Congress upon the first occasion of its meeting afterwards, and may be considered to have been sanctioned, since no disapproval of his act was expressed, nor repeal of the new arrangement directed. From that time the additional service may be regarded as rendered with the knowledge and approval of the whole government.

The same commercial necessities which called for a direct line between New York and Chagres, and thus induced the establishment of a line by the memorialists, called also for increased postal facilities—such facilities as a direct line alone can furnish. The contract line had been established with primary reference to the encouragement of ocean steamship construction as a part of the naval policy, and with a view to more frequent connexion with Cuba as a diplomatic policy. The mail service to the Pacific was only secondary. This is shown from the fact that while the service to Havana and New Orleans was twice monthly, the same act authorized a service on the Pacific (Panama to Oregon) of only once monthly, and allowed that to be taken in *sailing* vessels. But the discovery of the gold fields, and the wonderful rush of population to California, created a sudden occasion for the most rapid postal service which could be afforded, and this necessity was not supplied by the existing line. The committee think that it became the duty of the government to furnish increased facilities. The immense sum of the commercial transactions, amounting to $101,717,232 in the value of gold transferred to the Atlantic, in 1851 and 1852, and of a corresponding large value in merchandise transferred to the Pacific in the same years for the supply of the miners and their factors and other auxiliaries, rendered a difference of two or three days of great consideration, both as to interest upon the gold which remained idle in commerce until the letters of advice arrived, and in its effect upon the values of commercial ventures, in consequence of the rapid fluctuations in the markets of the Pacific, attending the first avalanche of trade to that Aladdin field. Besides this, the body of first emigrants, mainly from the northern and nortwestern parts of the Union, had left their families behind, and thus the family correspondence became interesting and urgent. The government having assumed an exclusive control of postal service, the transmission of letters was dependent upon the means provided.

The pressure for improved facilities was shown by the fact communicated from the postmaster of New York, that private despatch companies were clandestinely taking large numbers of letters because they could beat the time of the government, and for this service by the express agents a high rate was paid by correspondents. Strong appeals were made by the merchants, and from the press of the country, for direct mail service. It seems to the committee that the improvement of two or three days' gain in the postal voyage to and from New York, which was the great centre of the migrating and commercial intercourse with the Pacific, was a facility and benefit which the government owed to those great commercial and domestic interests that furnished the basis for the correspondence which paid tribute to the government.

The service, therefore, was beneficial, and was a service proper to be supplied by the government, and was performed by the memorialists with the sanction of the department.

3d. The service performed by the memorialists was rendered with the expectation of remuneration, and this expectation was known to the department at the time of their first employment in the service, and has been known all the while since during the continuance of the service.

At a future stage of the report, the correspondence between the department and the memorialists will be specially analysed in its bearing upon the obligation of the government to the parties. For the present it is sufficient to say that the correspondence shows distinctly and indisputably that the contractors steadily and persistently refused to assume the cost and responsibility of the service without a right to apply to Congress for a just recompense. This position of the company was clearly exhibited in their correspondence; and the Postmaster General authorized the mails to go in their vessels in full understanding of their position. The parties well knew that the executive department, not being authorized to employ the service, could not stipulate any compensation, and therefore agreed that the department should not be held respon-

sible. But, being still disposed to accommodate the public, they were willing to do the service, and trust to the liberality and justice of Congress for remuneration. Such is the ground upon which they claim to have placed themselves, and it seems to the committee to have been a reasonable and commendable ground under the circumstances.

If the committee stopped here, there would be sufficient ground for recommending some compensation. But they believe, upon a full review of the case, that a moral obligation, on the part of the government, has been created by the acts of the executive department charged with the supervision of the post service of the country, which compels a recognition of the right of the memorialists to *some* compensation. What compensation, large or small, more or less, is due, is addressed entirely to the discretion of Congress, the parties having agreed to submit to the judgment of that department of the government.

The service was not volunteered by the claimants, but was undertaken at the instance of the government, and was accompanied by a contract that the parties performing the service should receive what Congress might deem just.

The first important fact in the case is that the service was not volunteered, but that the correspondence which resulted in the transfer of the New York California mail to the direct line was introduced by the department.

The memorialists were duly performing their service under the contract. To meet a commercial requirement, and prevent a ruinous competition from other parties, which would have destroyed the value of a large investment made by them in the contract line, they established a line of steamers upon the direct route without government aid, and at their own hazard. This line left New York two days later, and arrived on the return voyage two days sooner, than the regular mail route. The merchants and the press began to clamor, and the private express companies to take advantage of it, to the injury of the income of the department. The letter of Mr. Minturn, a merchant, dated June 20, 1851, and that of Mr. Brady, the postmaster at New York, dated July 7, 1851, (marked in Appendix Nos. 2 and 3,) brought these facts to the notice of the department. The letter of the First Assistant Postmaster General to George Law, dated June 23, 1851, enclosing a copy of Mr. Minturn's letter, and the reply, dated July 9, 1851, to Mr. Brady's letter, followed by the despatch to Mr. Brady, dated July 26, 1851, (marked, respectively, in Appendix, Nos. 4, 5, 6,) show that the subject of performing the service was introduced first by the department, and that it was not sought by the memorialists.

The next important fact relates to the nature of the understanding upon which the service was undertaken.

In the letter of June 25, 1851, (marked No. 7, in App.,) from Mr. Law to the department, replying to that letter of June 23, 1851, he says that the mails are duly despatched uponthe steamers of the regular line, and explains how it is that the mails are necessarily two days behind the direct line of steamers. He also expresses a willingness to take the mails on the direct steamers if the department desire it.

On the 1st of July, 1851, the Postmaster General inquires if he is correct in supposing that Mr. Law consents to take mails on the direct steamers without any additional expense to the government.—(See letter, marked No. 8, in App.)

Mr. Law replies by letter, dated July 21, 1851, (App., No. 9,) that he intends at an early day, if it meets the approbation of the department, to arrange the running of his steamers each month as follows, viz: "twice between New York and New Orleans, via Havana, and twice between New Orleans and Chagres direct; making three distinct routes and six passages per month to and from the respective points of destination." And he adds as follows:

"In expressing, in my letter of the 28th ultimo, the readiness of this company to instruct the commanders of their steamers, direct as well as by way of Havana, to convey the California mails, if desired by the department, it was not my

and San Francisco, you will make up and send mails by the direct steamers on said days, as heretofore, *under the original order.*

We have a memorandum from the company, handed in yesterday by Mr. Croswell, proposing the 5th, 9th, 20th, and 24th of each month as the future days of sailing from New York, these ships to connect with the *way* and *direct* steamers on the other side, regularly for San Francisco. Will this be a good arrangement?

I am, very respectfully, your obedient servant,

N. K HALL.

WM. V. BRADY, Esq.,
Postmaster, New York, N. Y.

The arrangement continued to work, as understood between the parties, without other correspondence than such as related to schedules, until a correspondence occurred between Mr. Aspinwall, the contractor on the Pacific side, and the department; in the course of which a letter from the Postmaster General, dated 31st May, 1852, and one from the Secretary of the Navy of 2d June, copies of which were sent to Law, seem to have excited his apprehension that the department abandoned the original terms of the understanding, (by which he was to receive a compensation to be determined by Congress,) when he at once addressed the department declining to continue the arrangement.—(See Appendix, Nos. 14, 15, 16, 17, 18, 19, and 20.)

In that letter, dated June 8, 1852, he says: "Upon the terms and conditions prescribed in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of the company to carry out the proposed arrangement for increased mail between this port and California. This company is prepared, *agreeably to our letter of the 21st of July*, 1851, to carry the mail direct between New York and Aspinwall, and between New Orleans and Aspinwall, discontinuing the line between Havana and Chagres, and run the line direct between New York and New Orleans, touching at Havana twice a month, and *leave to Congress the compensation for the increased service over the amount paid under the existing contract*, the company retaining the right to discontinue such increased service upon giving the department one month's previous notice, and to resume the service as now performed according to the requirements of the contract, viz: twice a month between New York, New Orleans, Havana, and Aspinwall. This is the only portion of the joint letter of the 25th of May last in which this company was interested, and to which its assent was given."

Mr. Law occupied the position taken in that letter of a declension to carry on the arrangement until the matter was again opened by a letter from the department to Mr. Aspinwall, followed by a correspondence between Mr. Law and the department, which, as it settled permanently and finally the contract or agreement upon which the direct service was performed, it is thought best to insert here at large:

POST OFFICE DEPARTMENT, *June* 14, 1852.

SIR: Your letter of the 12th instant is received.

In his letter of the 8th instant, Mr. Law says: "Upon the terms and conditions prescribed in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of this company to carry out the proposed arrangement," &c.

It is not perceived that the order, as made, differs from Mr. Law's proposition essentially in any respect, except it be in the fact that the Secretary of the Navy and Postmaster General decline to be *responsible*, either directly or indirectly, for any additional expense in the matter; in other words, that they

decline to *join* in submitting the subject to Congress hereafter, upon a question of increased compensation to the company. If the matter must be submitted to Congress, would it not be advisable that it be done at once?

I am, respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

WILLIAM H. ASPINWALL, Esq.,
Pres't Pacific M. S. S. Co., New York, N. Y.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
June 15, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant.

The impression of the department that this company declines to carry out the proposition for such increased service as shall be required for direct mails between New York and Aspinwall, New Orleans and Aspinwall, and New York and New Orleans, *via* Havana, each twice a month, "on the ground that the Secretary of the Navy and the Postmaster General will not hold themselves liable, either directly or indirectly, for any additional expense in the matter," is not, as the case is understood by the company, the actual attitude in which the matter stands.

In my letter to the department of the 21st July, 1851, embodying this proposition, it was alluded to as an experiment intended to meet the public wants, and a general demand for increased mail facilities between the Atlantic and Pacific portions of the United States beyond the stipulations of the existing contract, which being voluntary on our part, and requiring the employment of several additional steamers, we claim the right, should it prove too onerous and expensive to the company, to discontinue, and to return to the existing schedule upon giving the department one month's notice.

In relation to compensation, I said: "Still, desirous of promoting to the utmost the interest and convenience of the public, we are entirely willing to perform the additional service *in the confident expectation that a sense of justice* will induce Congress to make such *further provision* as may be considered a suitable *compensation* for it."

This was the basis of the recent renewal of the proposition in the joint letter of the 25th May last. But the tenor of the letters of the Secretary of the Navy and the Postmaster General of the 1st and 2d instant seems to admit of an interpretation *beyond* a determination not to hold *themselves* liable, directly or indirectly, for any additional expense. It seems *to preclude the idea of any application hereafter* on the part of this company to Congress for any additional compensation, whatever may be the additional performance of mail service, and to be a *distinct negative* by the departments, to which we become parties, *upon anything additional that Congress may deem it just and expedient to allow.* It seems also to preclude the right on the part of the company to go back to the schedule under the contract.

While it has not been the intention of this company to hold either of the *departments* liable, directly or indirectly, for any additional mail service beyond the conditions of the contract, but to perform it *subject entirely to the decision of Congress,* I desire respectfully to say that I do not feel authorized to place the company in a position that would *preclude it from applying for or accepting such additional allowance as, in the judgment of Congress, might be considered equitable.*

By the terms of the contract for running between New York and New Orleans, Havana and Chagres, twice each month, we stipulate to employ five steamships

in the performance of the mail service, two of them being spare ships. The proposed service will require six steamers in constant service and three spare ships. We were entirely willing to make the trial, and to continue the service, if it should prove as advantageous to the public as was supposed, and the business of the company would justify the increased expenditure to which it would be subjected; but if it should not, or if Congress should not regard it of sufficient importance to pay such compensation as would enable the company to perform the additional service without loss, the company reserve the right to return to the former schedule, viz: twice a month between New York and New Orleans, and twice a month between Havana and Aspinwall. In such case, it was also the intention to give the Postmaster General due notice, one month being thought sufficient for that purpose.

Upon this basis the company is prepared to enter at once upon this arrangement, to carry it out to the best of its ability, and to contribute to the extent of its means to the mail facilities between New York and California.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW, *President.*

Hon. N. K. HALL,
Postmaster General.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 16, 1852.

SIR: Since my letter of yesterday, addressed to the Postmaster General, was written, I have been favored with a copy of Mr. Aspinwall's letter to the Postmaster General of the 12th instant, and the reply of the department of the 14th instant.

I perceive by the reply that we have given a construction to the letters of the Secretary of the Navy and the Postmaster General, addressed to me, different from that given by the departments themselves. *Upon the basis of my letter of yesterday*, which seems to be *in accordance with the reply of the department* to Mr. Aspinwall of the 14th instant, we are prepared to enter at once upon the proposed arrangement, and to try it in accordance with the enclosed schedule.

The change of day for leaving New York for New Orleans (as will be seen by the schedule) is made for the purpose of enabling the mails to reach New Orleans before the departure of the mail steamers from that port to Aspinwall, by which the mails and shippers will have the advantage of two routes, to send letters and duplicates by one route if not sent by the other. It will also afford a partial remedy, should any accident happen to the direct line from New York to Aspinwall.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW, *President.*

Hon. W. H. DUNDAS,
Acting Postmaster General.

POST OFFICE DEPARTMENT,
June 18, 1852.

SIR: Your letters of the 15th and 16th instant, respectively, are received.

In reply, I have to say that, so far as this department was concerned, and the same, we have no doubt, is true of the Navy Department, it was not the intention to hold your company to the proposed arrangement, after a fair trial, should the change be found to operate disadvantageously to either party. It is there-

fore understood that, should it be found for the interest either of the company or the government to return to the existing arrangements, this may be done, as you propose, on a month's notice by one party to the other; and the change may take effect *from and after the 5th of next month*. Please state the probable days of arrival at New York and New Orleans by the direct steamers.

We will prepare the advertisement of the schedule, so that it may be published in the newspapers here as early as Tuesday morning next, adopting the days for both lines named in the schedule accompanying your letter of the 16th instant.

The Secretary of the Navy will be advised to-day of the substance of this letter, that he may also address you on the subject.

I am, very respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

GEORGE LAW, Esq.,
Pres. U. S. Mail S. S. Co., New York, N. Y.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 21, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of the 18th instant.

This company is prepared to enter upon the proposed arrangement for the direct line between New York and Aspinwall, and New Orleans and Aspinwall, and the line between New York and New Orleans, *via* Havana, at the period fixed by the department—5th July.

The days of arrival at New York and New Orleans from Aspinwall, by the direct line, cannot be definitely stated. It will depend upon the arrival of the Pacific steamer at Panama and the mails at Aspinwall, and also upon the state of the weather. Judging from previous running in both oceans, the arrivals at New York direct from Aspinwall will be about the 12th and 27th of each month, and at New Orleans about the 10th and 25th. I give this as an approximate time, as the department will readily perceive that we cannot fix any positive days of sailing, when so much depends upon the arrival of the mails at Aspinwall, and upon the weather.

I am, very respectfully, your obedient servant,

GEORGE LAW, *President.*

WM. H. DUNDAS, Esq.,
Acting Postmaster General.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 23, 1852.

SIR: Mr. Aspinwall informs me this morning that you hesitate to carry out the arrangement for direct lines between New York and Aspinwall, and New Orleans and Aspinwall, on the ground that no answer had been received on the 22d instant to the letter of the department of the 18th.

Neither Mr. Law, Mr. Roberts, nor myself supposed that the completion of the arrangement and the publicity of it depended upon any further reply; inasmuch as the proposition had been mutually agreed upon, the schedule of running sent by Mr. Law to the department, and the letter of the department of the 18th having directed that the arrangement go into effect on the 5th of July. But a reply was written by Mr. Law on Monday, the 21st, (the first business day after the letter of the department was received by him,) stating the determination

of this company to comply with the arrangement, and to enter upon it on the day named by the department. The letter of the department having been sent from the post office to Mr. Law's house, he did not receive it until Saturday evening, too late for the mail of that day. His reply ought to have been received at the department on the morning of the 22d. Lest it may have miscarried altogether, I take the liberty to enclose a copy of it.

Understanding the arrangement to have been closed, orders were sent out by the Illinois on the 21st to Aspinwall and California, with copies of the new schedule, and by letter and telegraph to New Orleans, to make all the necessary preparations, and announced by advertisement the change of sailing days. Remote agencies elsewhere were also advised of the change, and directed to give immediate and extended publicity of it. It will be impossible to recall these directions in time to prevent serious embarrassment and difficulty, and it would subject us also to loss and public censure.

We have not pressed this arrangement upon the department, but have been willing to make a trial of it, believing it to be for the public convenience and advantage, not holding *the department* liable for the increased service, but *leaving the matter to the future decision of Congress.* Meanwhile, each party being at liberty to discontinue it on a month's notice. Now that the arrangement is made and announced, both companies desire to carry it out; and I beg leave respectfully to express the hope that the instructions given by the department for the commencement of the arrangement on the 5th July may not be recalled.

I have the honor to be, very respectfully, your obedient servant,

E. CROSWELL.

Hon. N. K. HALL,
Postmaster General.

P. S.—Mr. Law would have written had he been at the office to-day.

POST OFFICE DEPARTMENT,
June 24, 1852.

SIR: I have received the letter of Mr. Croswell of the 23d instant, and also yours of the 21st instant.

The schedule proposed for the direct line between New York and Aspinwall, and New Orleans and Aspinwall, and the line between New York and New Orleans, *via* Havana, has been adopted, to go into effect on the 5th of July next.

Notice of this change will appear to-morrow in the papers of this city, and the necessary instructions to postmasters issued immediately.

I am, respectfully, your obedient servant,

N. K. HALL.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York.

Upon the understanding which this correspondence established the service has continued to this day.

It is certain that the memorialists refused to perform the service without a distinct understanding that they claimed a compensation, the amount of which was to be submitted to the justice of Congress, and that the department accepted the service and arranged a schedule in the full knowledge and understanding that the parties expected such recompense.

It further appears that the department reserved a right to receive a month's notice before the memorialists should have the privilege to discontinue the service, and that fines were imposed for failures on the direct line.

The service was continued, as agreed, until August 8, 1854, when the memorialists exercised the right to discontinue the direct New Orleans and Chagres mail upon one month's notice. The correspondence being very suggestive of considerations that corroborate and sustain the view taken by the committee, they quote such portions of it as are material.

UNITED STATES MAIL STEAMSHIP COMPANY,
New York, August 8, 1854.

SIR: In accordance with the understanding had between this company (as assignees of A. G. Sloo) and the department in the month of June, 1852, when the present arrangement for transporting the mails on the route between New York, Havana, New Orleans, and Chagres was made, which understanding was that the arrangement might be discontinued upon either party giving to the other thirty days' notice thereof, and the route named in the contract be resumed, (for the particulars of which arrangement I beg to refer you to the letter of the department of June 18, 1852, to George Law, esq., and to Mr. Edwin Croswell's reply thereto of the 23d of the same month,) I beg leave respectfully to inform the department that that part of the arrangement referred to by which a semi-monthly mail *direct* between New Orleans and Aspinwall has been carried for the past two years will be discontinued, commencing with the departure from New Orleans of the 20th of September proximo, and the California mails, to and from New Orleans, will thereafter be carried *via* Havana. The dates of sailing of the steamers running between New York, Havana, and New Orleans will be changed, so as to make the necessary connexions at Havana.

* * * * * * *

The direct line of steamers between New York and Aspinwall, sailing from here on the 5th and 20th of each month, will for the present be continued as heretofore.

I have notified the company's agent in New Orleans of the proposed change, and have requested him to inform the postmaster there of it.

I have the honor to be, very respectfully, your most obedient servant,
M. O. ROBERTS, *President.*

Hon. JAMES CAMPBELL,
Postmaster General, Washington.

POST OFFICE DEPARTMENT,
September 4, 1854.

SIR: Your letter of the 8th ultimo was duly received, giving notice of the intention of your company to discontinue, from and after the 20th instant, the present *direct* line between "New Orleans and Aspinwall," which was provided for in the order of 31st of May, 1852; and that the California mails, to and from New Orleans, will thereafter be conveyed *via* Havana.

The schedule on the "New York, Havana and New Orleans line" has accordingly been changed as proposed by you, so as to leave New York on the 2d and 17th, instead of the 12th and 27th, of each month, and New Orleans on the 5th and 20th, instead of the 11th and 26th, of each month, the steamers from each direction to meet at Havana on the 8th and 23d of each month.

* * * * * * *

Your proposition is understood to be that the present semi-monthly lines between "New York and Aspinwall *direct*," and between "New York and New Orleans, *via Havana*," *will both be continued as heretofore*, the only change being to substitute a direct semi-monthly line between Havana and Aspinwall for the present line between New Orleans and Aspinwall *direct*.

I regret deeply that your company contemplates making any change whatever in the present arrangement, and especially that the direct semi-monthly line between New Orleans and Aspinwall is to be abandoned.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

MARSHALL O. ROBERTS, Esq.,
President of United States Mail Steamship Company, New York.

UNITED STATES MAIL STEAMSHIP COMPANY,
New York, September 7, 1854.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, recognizing and approving the schedule of running the ships of this company between New York, Havana, and New Orleans, and between Havana and Aspinwall, as advised in my letter of the 8th ultimo. The change, as you suppose, consists solely in the substitution of the line between Havana and Aspinwall for the direct line between New Orleans and Aspinwall; being a return to the original schedule in precise accordance with the terms and conditions of the existing contract.

I cannot but participate in your regrets that the company have felt compelled to withdraw the direct line between New Orleans and Aspinwall. That line was established, and the large additional service beyond the requirements of the contract with the government, undertaken from a desire to afford all the facilities in our power to the western and southwestern States, not only for a direct intercourse with California, but for the transmission of the mails to and from that section of the Union.

The experiment has been fairly made during a period of more than two years, and has resulted in a monthly loss to the company, and will eventuate in a very large aggregate loss, unless Congress shall direct that a reasonable compensation be paid for the extra mail service which, under the circumstances, we have not hesitated to perform, and which we regret to withhold, but which we do not feel justified in continuing at a large pecuniary sacrifice to the company.

By a computation made from the company's books, the losses incurred by running the direct line between New Orleans and Aspinwall, *during the single year ending the* 30*th of June last, amount to an aggregate of more than one hundred and five thousand dollars, exclusive of insurance and wear and tear.* If these last two items be added to the actual running losses, the aggregate would reach nearly *two hundred thousand dollars.*

The department will readily perceive that the very great sacrifice of money necessary to keep up that line has rendered its withdrawal almost, if not quite, an imperative necessity. Nevertheless, if the department desires its continuance, I think that perhaps an arrangement may be effected with the Nicaragua Transit Company, by which half the service might be performed by one of their steamers and the other half continue to be performed by one of this company's ships, and the losses be thus divided. At any rate, if the suggestion meets the approval of the department, I will, at your request, endeavor to make such an arrangement.

I have the pleasure to inform the department that this company have just completed the purchase of the splendid steamship "North Star," of Commodore Vanderbilt, at a cost of $400,000, and that she will sail to Aspinwall with the California mails on the 20th instant.

I am, sir, very respectfully, your most obedient servant,

M. O. ROBERTS, *President.*

Hon. JAMES CAMPBELL,
Postmaster General, Washington.

It will thus be seen that the successor of Mr. Hall (Mr. Campbell) had his attention fully directed to this subject of the arrangement considered by the memorialists to be existing, and that he recognized and adhered to it. He regretted the discontinuance of the New Orleans part of the arrangement; that he expressly referred to the continuance of the direct line between New York and Aspinwall, and that he had been distinctly pointed in Mr. Roberts's letter to that of Mr. Croswell's of 23d June, 1852, in which the expectation of compensation by Congress was declared, yet he "continued the arrangement."

In this connexion it may be proper to remark that the refusal of Mr. Campbell to admit a right to any compensation by the memorialists relates to a different service from that claimed, although it has been confounded with this. The correspondence of Mr. Campbell related to the carrying of mails on *intermediate* steamers making a weekly line. His position being against any allowance, (and properly, as it would have been more frequent service than Congress had authorized,) no claim has been presented for it. But that he did not apply that position to the case of the service now under consideration, is shown by the fact that he continued to send the mails by the direct steamers after the above-recited correspondence had distinctly drawn his attention to the nature of the arrangement, and the expectation of additional compensation, and also, *after all possible doubt upon this point had been removed by the actual claim of compensation presented to Congress.*

It is also worthy of remark that the loss stated by the memorialists in the New Orleans part of the service, for a single year, amounted to two hundred thousand dollars.

If the memorialists are entitled to some compensation, then how much should it be?

The length of the route established by contract was 2,810 miles, and the compensation at the rate of $2 15 per mile.

The additional service added 2,422 miles to the length of the route, while the New Orleans direct line was run, and 1,981 (*via* Jamaica, 2,005) miles, when that was discontinued.

In considering what would be a just and reasonable compensation for the service, we may properly inquire if the compensation which the government bestows for the regular contract service is so liberal as to indemnify the contractors for the outlay and hazard of the business, and yield a due profit and reward for their enterprise.

It appears by the statement furnished to the committee, at their request, and which is annexed. (see Appendix, marked A,) that the original cost of the vessels employed in the contract and direct service has been $3,095,000; that three vessels, of the value of $625,000, have been lost; that four vessels, of the value of $1,195,000, have been sold at a loss, by deterioration, of $976,000; and that the estimate of the present value of the remaining vessels is $750,000—thus exhibiting a loss of investment to the large amount of $2,126,000.

Only two dividends, of ten per cent. each, are stated to have been distributed. These dividends, amounting to $400,000, added to the present value of the vessels, show a total of $1,150,000 to be deducted from an original cost of $3,095,000; making an actual loss of $1,945,000, besides the interest upon the capital invested. Thus it seems that the large receipts for mail pay and passenger fare have been absorbed to so great an extent by the hazards of the service and the deterioration of steamers, that the property remaining at the end of the contract will return but a small part of the original investment, and leave no recompense for the use of the capital.

Relying upon the general correctness of this statement, (although it is not furnished as a precise exhibit, but only a hasty approximation,) it does not seem that the profits of the enterprise have been such as to render unimportant to the memorialists a just recompense for the additional service.

The measure of compensation may be either a reasonable proportion of the contract rate of pay for the additional miles of service, or a payment for the mails as express freight.

The weight of the mails is ascertained to have averaged 672,500 pounds per annum each way, and at the rate charged by the express companies would amount to an average of $96,858 per annum.

At the *pro rata* contract pay, the additional compensation would be $204,439 20 per annum.

The Committee on Post Offices and Post Roads, at a former session, reported a bill, through its chairman, Mr. Rusk, allowing one-half the *pro rata* compensation, which would amount to $102,219 60 per annum.

If one-fourth of the *pro rata* contract pay is allowed, it will amount to $51,109 30 per annum.

Tables exhibiting these calculations in detail are annexed.—(See Appendix, marked B.)

Before closing, the committee deem it proper to remark upon one or two points suggested by the papers referred to them.

Does the fact that the steamers by which the additional service was performed were put upon the line as a commercial enterprise, and not strictly for mail uses, render improper an allowance?

The committee think not; for the motive which induced the establishment of the lines does not render less valuable to the public the service rendered, nor less entitle them to the reward due to the appropriation of their space on shipboard, and of their capital invested in the line, to the use of the government in transporting the mail matter. This view is distinctly recognized by Congress in the following provision of the original contract:

"And it is further agreed by and between the parties aforesaid, that, on tender of *proper compensation by the said government* of the United States, not exceeding a due proportion of the pay herein stipulated, the said A. G. Sloo, contractor, shall convey any mail or mails of the United States which he may be required to convey *on any steamship which he, the said Sloo, may own, run, or control on the routes aforesaid,* beyond the number of trips herein specified."—(See copy of contract, in Appendix No. 1.)

This provision evidently contemplated that the contractors might add to their line other vessels for commercial objects, and contemplated the payment of a just compensation for transporting such mails as it might suit the government to convey in them.

Was the department right in continuing the regular contract service, notwithstanding the arrangement for direct service?

The committee think its continuance was proper and necessary. It furnished to the southern Atlantic and Gulf cities the means of communication directly with California. The Isabel conveyed the California mails from Charleston and Savannah to Havana, where it met the line for Aspinwall; so also, from New Orleans, except when the better service direct from New Orleans was substituted.

Does the delay in applying to Congress affect the case?

The department having communicated the fact of the arrangement to Congress, and having afterwards continued the service, with a knowledge that compensation was expected, and without requiring them to make their application to Congress, and having still continued the service after the application was known to have been made to Congress, the parties cannot be considered to have lost any right originally held. If the department considered it the duty of the memorialists to apply to Congress within any given time, it should either have called upon them to apply, or have withdrawn the mails until they did so. They had a clear option to choose their own time, so long as the department failed to complain and continued to use the benefit of the arrangement.

The committee report a bill, accompanying this report, leaving the amount of compensation to the Postmaster General, not exceeding one-fourth the *pro rata* contract pay per mile on the original line, nor exceeding the rate of pay for express matter, nor exceeding the sum of five hundred dollars for each single trip the mail was so carried direct between New York and Chagres, the number of which trips appears from the letter of the Postmaster General, hereto annexed, marked X.

X.

No. 3642.] POST OFFICE DEPARTMENT,
Washington, February 11, 1864.

SIR: I have the honor to inform you, in answer to your letter of the 8th instant, that it appears from the record kept in this department of the arrivals and departures of contract mail steamers, that the *through mails* for California, &c., were despatched from New York *direct to Chagres* (Aspinwall) by the steamers of M. O. Roberts and others, assignees of A. G. Sloo, *on* 191 *trips*, during the period commencing March 24, 1852, and ending September 20, 1859; and that the *through mails* from California, &c., were received at New York *direct from Chagres* (Aspinwall) by the same line of steamers, *on* 188 *trips*, during the period commencing March 31, 1852, and ending October 16, 1859.

I am, very respectfully, your obedient servant,

M. BLAIR.

Hon. J. COLLAMER,
Chairman of Committee on Post Offices and Post Roads, U. S. S.

APPENDIX.

No. 1.

THE SLOO CONTRACT.

This agreement, made at the city of Washington, in the District of Columbia, this twentieth day of April, anno Domini eighteen hundred and forty-seven, between the United States of America, by the Secretary of the Navy thereof, and Albert G. Sloo, of the city of Cincinnati, in the State of Ohio, witnesseth: That whereas, by the 4th section of an act of Congress approved March 3, 1847, entitled "An act providing for the building and equipment of four naval steamships," it is made the duty of the said Secretary of the Navy, upon certain conditions in said act enumerated, to contract, on the part of the government of the United States, with the said A. G. Sloo for *the transportation of the United States mail from New York to New Orleans twice a month, and back, touching at Charleston, (if practicable,) Savannah, and Havana, and from Havana to Chagres, and back, twice a month: Now, therefore, the said A. G. Sloo does hereby agree with the United States aforesaid, and firmly binds himself to establish a line of steamships, to consist of at least five vessels, for the transportation of the United States mail from New York to New Orleans, twice a month, and back, touching at Charleston, (if practicable,) Savannah, and Havana, and from Havana to Chagres, and back, twice a month, according to the terms and meaning of said act of Congress.* The said steamships to be of of not less than fifteen hundred tons burden, and propelled by engines of not

less than one thousand horse-power each, to be constructed under the superintendence and direction of a naval constructor, in the employ of the Navy Department, and to be so constructed as to render them convertible, at the least possible expense, into war steamers of the first class: provided, however, that the Secretary of the Navy may, at his discretion, permit one of said steamships to be constructed of not less than six hundred tons burden, and engines in proportion.

And it is agreed by and between the parties aforesaid, that two of the said steamships shall be completed and ready for service on or before the first day of October, A. D. 1848, shall be of the burden (1,500 tons) above described, and shall be propelled by engines of direct action, similar to the engine of the late United States steamer Missouri; and each of said ships shall be constructed of approved materials and fastenings, upon the dimensions of the late steamship Missouri, as they are known and on record in the Navy Department of the United States, reserving to said contractor the right to add a saloon deck in said steamers, to add to their length not exceeding thirty feet, and breadth of beam not exceeding five feet, as may be necessary to give them the draught of water required by law for the service intended, and reserving to the contractor, also, the right to add two feet to the length of cylinder above provided for, so as to make the same 70 inches in diameter and 12 feet stroke; but, in making any or all of the alterations here permitted, from the plan of the Missouri aforesaid, the said contractor is not to disregard the general proportions of the steamships so to be constructed, but is to have reference to them and to make the corresponding changes, in order to preserve them, which may be required for the purpose, by his said alterations; and said ships shall be sheathed with copper of approved quality; shall have ample and convenient capacity for the accommodation of men and stores of every description; shall be well and thoroughly fitted with not less than three masts and the necessary spars, ropes, rigging, and canvas; shall be furnished and fitted with good and sufficient ground tackle, chain and hempen cables, anchors and hawsers, with iron side-wheels, with good and sufficient boilers, and coal-bins for a supply of twenty days, and with all the fixtures and findings properly belonging to steamships of the dimensions and character above recited. The said boilers and machinery are to be of the best quality, and to be so placed below the water-line as to be, as far as practicable, beyond the reach of cannon shot; and the said steamers, in strength, capacity, rigging, spars, engines, boilers, and in all other respects whatsoever, are to be similar to the late United States ship Missouri, as far as the alterations above permitted, and a reasonable regard to the nature of the service contemplated, will allow.

And it is further agreed by and between the parties aforesaid, that, should the Secretary of the Navy determine to employ a steamer of not less than six hundred tons burden for the service between Havana and Chagres, in lieu of one of said five steamers of fifteen hundred tons, as provided in the fourth section of the act of Congress hereinbefore referred to, then the said A. G. Sloo will construct said steamships of the same material, build, and finish, with size, engine, and dimensions in proportion, (having regard to tonnage to the above described ships,) and fully capable, in all respects, of performing the service and answering all conditions required by said law.

And it is further agreed by and between the parties aforsaid, that the said contractor, A. G. Sloo, shall complete and have in readiness for service the two remaining steamships provided in the act aforesaid, on or before the first day of October, A. D. 1849, to be constructed and fitted in every respect of the burden, capacity, power and description of the two steamships first hereinabove described, with such improvements in model, engines, boilers, and finish as may be approved by the parties to this contract. And said line of steamships shall be kept up by alterations, repairs, or additions (of approved character) fully equal to the exigencies of the service and the faithful accomplishment of the purposes

recited in said act; shall perform the services required by said act according to its true intent and meaning, and shall be in full and entire operation on or before the first day of October, A. D. 1849.

And it is further agreed by and between said parties, that each and all of said steamships shall be commanded by an officer of the navy of the United States, not below the grade of lieutenant, to be selected by the said contractor, A. G. Sloo, with the approval and consent of the Secretary of the Navy, and to be accommodated on board thereof in a manner becoming his rank and station, without charge to the government of the United States. *And said A. G. Sloo further agrees to receive on board each of said steamships, and accommodate in a manner suitable to their rank, without charge to the government of the United States, four passed midshipmen of the United States navy, to serve as watch officers; and also to receive on board each ship and suitably accommodate, without charge to the United States government, an agent, to be appointed by the Postmaster General, who shall have charge of the mails to be transported therein; safe and convenient apartments on board said ships being provided for said mails and agent by the said A. G. Sloo, contractor.*

And the said United States of America, by the said Secretary of the Navy, in consideration of the premises, do hereby promise and agree to pay to the said A. G. Sloo, contractor, as a compensation for the service hereinbefore stipulated, the just and *full sum of two hundred and ninety thousand dollars per annum*, payable in quarterly payments, upon the full performance by the said Sloo of the service aforesaid, according to the meaning of said act of Congress, and of this contract; and inasmuch as the said steamships will be completed at different periods, respectively, within the time above limited, it is hereby understood and agreed by the parties aforesaid that each of said ships shall commence the mail service required as soon as she shall be in all respects ready therefor, according to the terms of this contract, and that a proportionate part of said compensation stipulated for the whole service aforesaid shall be paid to said A. G. Sloo for the partial service which may thus be rendered by the steamer or steamers which may, as aforesaid, be first completed. But no compensation shall in any case be paid for any period prior to the time when such steamships shall commence the actual performance of the service required by said act of Congress.

And it is further agreed by and between the parties aforesaid, that, *on tender of proper compensation by the said government of the United States, not exceeding a due proportion of the pay herein stipulated*, the said A. G. Sloo, contractor, shall convey any mail or mails of the said United States which he may be required to convey on any steamship which he, the said Sloo, may own, run, or control on the routes aforesaid, beyond the number of trips herein specified.

And it is further agreed by and between said parties, that this contract shall continue in force for the term of ten years, according to the true intent and meaning thereof—the said ten years to commence from the actual commencement of the service specified; and the said Secretary of the United States Navy for the time being shall at all times exercise control over said steamships, and shall at any time have the right to take them for the exclusive use and service of the United States, and to direct such changes in their machinery and internal arrangements as the said Secretary may require, the cost of such changes to be ascertained by the bills actually paid therefor, and the proper compensation of the value of the ships when so taken as aforesaid to be ascertained by appraisers to be mutually chosen by the parties aforesaid

In testimony of all which agreements and stipulations, the parties above named have hereunto signed their names and affixed their seals this twentieth day of April, anno Domini one thousand eight hundred and forty-seven.

A. G. SLOO. [L. S.]
J. Y. MASON, [L. S.]
Secretary of the Navy.

Signed, sealed, and delivered in presence of—

As to the signature of Albert G. Sloo, [the words "as principal and as his sureties," and the words "jointly and severally," first erased by black lines, and the word "themselves" altered to "himself," before signing,]

GEO. L. STORER.

To J. Y. M.,

JOHN APPLETON.

No. 2.

NEW YORK, *June* 20, 1851.

DEAR SIR: Have you not the power to compel those who contract to bring the mails from Chagres to forward them by their first steamer? If you only could hear the complaints daily, and more particularly at this time—all of us being very anxious to hear from our friends and know the extent of their losses by the fire—you would excuse me for annoying you; but it is really too bad that we should, in almost every case, have to wait two or three days after the news is received before the mail steamer arrives. If you can effect any remedy, you will confer a great favor on thousands, and at the same time benefit the department.

With great respect, your obedient servant,

EDWARD MINTURN.

The POSTMASTER GENERAL.

No. 3.

POST OFFICE, *New York, July* 7, 1851.

SIR: The regular California mail steamers, as you are aware, sail on the 11th and 26th of each month, *via* Havana. Steamers belonging to the same company sail on the 13th and 28th for Chagres, *direct*, and arrive there before the United States mail. By the last-mentioned vessels the private expresses forward the most of the correspondence they are intrusted with, (which is principally mercantile, being two days later dates than the United States mail,) and their agents go from Panama to San Francisco, &c., in the same steamer with the United States mail agent. The department should issue instructions to me to make up a supplementary mail by the steamers of the 13th and 28th for San Francisco, Oregon, &c., which would be received by the agent at Chagres, and taken up with the regular mail; at the same time the United States mail agents should watch closely, and seize all packages having the appearance of containing mailable matter. Panama, in my opinion, would be the proper place to make the seizure. One or two seizures would assist very materially in preventing parties from sending their letters by the expresses.

Respectfully, your obedient servant,

WM. V. BRADY, *P. M.*

Hon. N. K. HALL,
Postmaster General.

No. 4.

POST OFFICE DEPARTMENT,
Washington, June 23, 1851.

SIR: Herewith, by direction of the Postmaster General, I enclose, for your perusal, a copy of a letter from a highly respectable merchant of New York,

complaining that the mails between New York and Chagres, &c., are not forwarded from Chagres by the first steamer. Your answer is requested.

There are complaints, also, that, by the outward trips, the running of the steamers is so arranged as to give those disposed to take advantage of it the opportunity of sending so as, in effect, to be two or three days in advance of the mail on the other side.

I am, very respectfully, your obedient servant,

S. D. JACOBS,
First Assistant Postmaster General.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York city.

No. 5.

POST OFFICE DEPARTMENT,
Washington, July 9, 1851.

SIR: We have had it in view to give the instructions suggested in your letter of the 7th instant, with reference to mails by the steamers which sail for Chagres on the 13th and 28th of each month, and Mr. Law was addressed on the subject under date of the 1st instant. We now await his reply.

I am, very respectfully, your obedient servant,

S. D. JACOBS,
First Assistant Postmaster General.

W. V. BRADY, Esq.,
Postmaster, New York city.

No. 6.

[By telegraph.]

POST OFFICE DEPARTMENT,
Washington, July 26, 1851.

POSTMASTER NEW YORK: See if Mr. Law will take mail by his steamer of the 28th; and if so, make up and send.

N. K. HALL,
Postmaster General.

No. 7.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
New York, June 25, 1851.

SIR: I have just received your despatch of the 23d instant, enclosing a letter from a merchant of this city, complaining that the mails between New York and Chagres are not forwarded from Chagres by the first steamer.

The mails for California, *via* Chagres, and back, are despatched by the mail steamships of this company twice each month, on the days originally arranged with the department. Being required to go and return by way of Havana, and to receive and discharge there the mails from and for New Orleans, Charleston, &c., the passage is usually two days longer than the direct passage to and from Chagres and this port.

In addition to the mail steamers, we despatch also, twice a month, a steamer from this port and Chagres, direct. These leave here usually two days later

than the mail steamers *via* Havana, so as to make the arrival at Chagres about the same time. Of course, the return steamer with the mail from Chagres is usually two days later arriving here, coming by Havana, than the steamer starting at the same time and coming direct. The mail to and from Chagres will therefore be carried with greater despatch by the direct line, while the mails for New Orleans, Charleston, &c., must necessarily be carried by the Havana route.

If the department desires the Chagres and California mails, outward or homeward, to be sent by the direct steamers, I shall be happy to direct the commanders of the ships to receive them on board.

In the case complained of by the merchant of this city, whose name I am not favored with, no possible fault can attach to this company, or to any of its agents. On that occasion Captain Tanner, of the Crescent City, our *direct* steamer, knowing the public anxiety to get the mails at the earliest possible day, requested that they might be sent by him; but the mail agent, having no instructions upon the subject, did not feel authorized to allow them to go on board. The Empire City, the previous direct ship of this company, brought the Chagres mail for *New York*, by permission of the mail agent and in compliance with our wishes; but, in order to insure the transmission of the New York mails, outward or homeward, by the direct steamers of the mail line, the mail agents on the route and the postmaster here will no doubt require instructions from the department.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW.

S. D. JACOBS, Esq.,
First Assistant Postmaster General.

No. 8.

POST OFFICE DEPARTMENT,
Washington, July 1, 1851.

SIR: Your letter of the 25th ultimo is received, and, if understood, is satisfactory.

You say, "If the department desires the Chagres and California mails, outward or homeward, to be sent by the direct steamers, I shall be happy to direct the commanders of the ships to receive them on board."

We understand this to mean that you will take mails both by your steamers *via* Havana and by those plying between New York and Chagres, *direct;* and, of course, that this division of the mails is to make no difference in respect to the expense of the service. Are we correct in this?

I am, very respectfully, your obedient servant,

N. K. HALL,
Postmaster General.

GEORGE LAW, Esq.,
President U. S. Steamship Company, New York city.

No. 9.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
New York, July 21, 1851.

SIR: I have the honor to acknowledge the receipt of your letter of the 1st instant.

It is the intention of this company, at an early day, if it shall meet with the approbation of the department, to arrange the running of its steamers, each

month, as follows, viz: twice between New York and Chagres, direct; twice between New York and New Orleans, *via* Havana; and twice between New Orleans and Chagres, direct; making three distinct routes, and six passages per month to and from the respective points of destination. Provision will be made for carrying the mail by each steamer, and to insure the arrival of the California mails at the city of New York and at New Orleans at the earliest day that their arrival at Chagres will enable them to be brought forward. We propose to make trial of this arrangement, and, if it proves satisfactory, to continue it. So long as it is in operation, the direct connexion between Havana and Chagres may be dispensed with, as the Charleston and Savannah mails may be sent *via* New Orleans.

In expressing, in my letter of the 28th ultimo, the readiness of this company to instruct the commanders of their steamers, direct as well as by way of Havana, to convey the California mails, if desired by the department, it was not my intention to preclude a claim for reasonable additional compensation for such service. Although we desire to meet fully the requirements of the service and the wishes of the department, it is not expected, I presume, that the mails can be carried, outward and homeward, six times per month, with the necessary additional clerks or agents, for the same sum for which we contract to carry them twice monthly. Still, desirous of promoting to the utmost the interest and convenience of the public, we are entirely willing to perform the additional service, in the confident expectation that a sense of justice will induce Congress to make such further provision as may be considered a suitable compensation for it.

I have the honor to be, with great respect, your obedient servant,

GEORGE LAW,
President, &c.

Hon. N. K. HALL,
Postmaster General.

Mem.—This letter was not received at the department until July 29, 1851.

No. 10.

POST OFFICE DEPARTMENT,
Washington, August 4, 1851.

SIR: The Postmaster General requests that you will be pleased to state the schedules by which you propose to run, in the event of re-arranging your service, on the New York, Havana, New Orleans and Chagres line, as contemplated. The days of departure and arrival at each point should be given.

In your proposition, is it your intention that the Charleston and Savannah mails shall still go *via* Havana, or overland to New Orleans?

I am, very respectfully, your obedient servant,

S. D. JACOBS,
First Assistant Postmaster General.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York.

No. 11.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
New York, August 28, 1851.

SIR: I have delayed a reply to your letter of the 4th instant, in the expectation of being able to state in detail the proposed re-arrangement of the service

between New York, Havana, New Orleans, and Chagres. But, as it will be necessary to place or continue in dock two or three of the ships for repairs, &c., before the arrangement can be carried out, I have thought it best to run the several routes under the present arrangement, viz: between New York and Chagres, direct, twice a month; and between New York and New Orleans, *via* Havana and Chagres, twice a month; being four voyages, outward and homeward, per month. We shall add, at an early day, a direct line between New Orleans and Chagres monthly or semi-monthly, as the public wants or the wishes of the department shall require. The department will be advised as soon as this route is ready to go into operation; and we shall be happy, meanwhile, to be governed by the wishes or directions of the department.

The departure of the California mail from Chagres for New York, and its consequent arrival here, could be much expedited by greater promptness in the conveyance of the mail across the Isthmus of Panama. It is understood that, under the present arrangement with the government of New Granada, the American consul informs the president of the arrival of the mail at Panama, and, upon being so informed officially, that functionary directs the contractors or agents of the New Granadian government to attend to its transportation across the Isthmus. Time might be gained, or delays avoided, if the government of New Granada would appoint an agent at Panama, (for convenience and despatch in the office of the Pacific Mail Steamship Company,) who would at once see to the weighing of the mails, and despatch them, with the aid, of course, of the agents of the Post Office Department of the United States, without the unavoidable delay incident to the existing mode.

No alteration is contemplated by this company in the present mode of despatching the mails from Charleston and Savannah for Havana, Chagres, and New Orleans.

I am, very respectfully, your obedient servant,

GEORGE LAW.

Hon. S. D. JACOBS,
First Assistant Postmaster General.

No. 12.

POST OFFICE DEPARTMENT, *April* 9, 1852.

SIR: It is perceived you still advertise to leave New York for Chagres, &c., on the 11th and 26th of each month, but it does not appear that any mails have recently been taken by you on either of those days. Frequent complaints are made to the department that letters written to go on one or other of those days lie over in New York, and it is highly important that measures be taken at once to put an end to this state of things. If we are actually to have no mails out, except by the steamers of the 9th and 24th, we wish to make this fact generally known, with a caution to the public not to write for the 11th and 26th, as they are now led to do by your advertisement.

I am, respectfully, your obedient servant,

N. K. HALL.

M. O. ROBERTS, Esq.,
Agent U. S. Mail Steamship Co., New York, N. Y.

No. 13.

OFFICE U. S. MAIL STEAMSHIP COMPANY,
New York, April 10, 1852.

SIR: I have duly received your letter of the 9th instant, and, in reply, beg to inform the department that the departure of the steamers of this line on the 11th and 26th of each month was suspended in consequence of an accident which befel the Illinois in November last: That steamer is now advertised for the 26th instant, and will sail on that day.

Mr. Law, the president of the company, is now confined to his house by indisposition. When he is able to resume active business, I hope to be able to make permanent sailing arrangements that will be satisfactory to the department.

I am, sir, very respectfully, your obedient servant,

M. O. ROBERTS,
Agent U. S. Mail Steamship Co.

Hon. N. K. HALL,
Postmaster General, Washington, D. C.

No. 14.

PACIFIC MAIL STEAMSHIP COMPANY,
New York, May 25, 1852.

SIR: I have had the honor to receive your letter of the 18th instant. I must ask your indulgence for forgetting, when writing my letter of the 17th, that the proposition referred to emanated from the United States Mail Steamship Company.

I have seen Mr. Law, the president of that company, and he is willing that the mail-boats shall run direct between New York and Aspinwall, and New Orleans and Aspinwall; understanding that with the increased service you may confirm in sanctioning this arrangement, you authorize no corresponding change in our or his compensation, as more specially detailed in the letter of Mr. M. O. Roberts to you of July 21, 1851; and also with the understanding that, if this plan be found to work disadvantageously, he will return to the schedule according to which his boats now run.

I presume you intend that the money now used for the support of the mail agents be devoted toward the support of the coasting line of steamers from San Francisco to Monterey, San Diego, and other California ports; that, in other words, the mail establishment between this and California shall offer enhanced facilities without drawing more money from the treasury under existing laws.

I will present this letter to Mr. Law, president of the United States Mail Steamship Company, for his approval, in accordance with your suggestion that you would like to hear from him on the subject before deciding.

I have only to ask the prompt approval of the department for an arrangement promising greater despatch and convenience in every way, and remain, with high respect, your obedient servant,

WILLIAM H. ASPINWALL, *President.*

Hon. N. K. HALL,
Postmaster General.

I concur in the above.

G. LAW, *President.*

No. 15.

POST OFFICE DEPARTMENT, *May* 31, 1852.

SIR: Your letter of the 25th instant, accompanied by Mr. Law's written concurrence in respect to the propositions therein contained, has been received.

In reply, I have to inform you that, agreeably to the propositions above referred to, I have made an order (contingent upon the concurrence of the Secretary of the Navy) for the great through mails between New York and San Francisco, to be sent from New York on the 5th and 20th of each month, direct to Aspinwall, instead of on the 9th and 24th, *via* Havana, and from New Orleans on the 7th and 22d of each month, also direct to Aspinwall, instead of *via* Havana, on condition that the present semi-monthly service between New York and New Orleans, *via* Havana, and back, shall be continued, and with the distinct understanding that, in thus giving my assent to this arrangement, I in no way consent to any increased expense in the matter, either by a direct allowance from the treasury, or by favoring any application which may be hereafter made elsewhere for increased compensation. It must, of course, be understood, also, that, as this order authorizes the discontinuance of the service between Havana and Aspinwall, and requires the Charleston and Savannah mails to be sent overland to and from New Orleans, the existing arrangement is to be restored in case the plan now adopted shall be found to work disadvantageously.

The Pacific mail line will be run in due connexion with the mail lines this side the Isthmus.

In regard to the proposed coasting line for the way offices on the Pacific, I have to repeat that I should feel authorized to give my assent to your omitting San Diego and Monterey from the mail line only on condition of your supplying those offices regularly by a coasting line, wholly at your own expense.

I am, very respectfully, your obedient servant,

N. K. HALL.

W. H. ASPINWALL, Esq.,
President Pacific Mail Steamship Company, New York, N. Y.

P. S.—The change between New York and Aspinwall, and between New Orleans and Aspinwall, may take effect on the 20th of June.

N. K. H.

No. 16.

POST OFFICE DEPARTMENT, *June* 1, 1852.

SIR: Herewith I have the honor to enclose the copy of a letter, yesterday addressed to William H. Aspinwall, esq., president of the Pacific Mail Steamship Company, (a copy of which has also been sent to Mr. Law, of the United States Mail Steamship Company,) by which you will observe that I have given my assent, conditionally, to certain alterations on the New York, New Orleans, and San Francisco mail lines. If you concur, please so advise the respective parties interested.

I am, very respectfully, your obedient servant,

N. K. HALL.

Hon. W. A. GRAHAM,
Secretary of the Navy.

No. 17.

POST OFFICE DEPARTMENT, *June* 1, 1852.

SIR: Enclosed please find the copy of a letter addressed to Mr. Aspinwall, yesterday, in answer to his communication of the 25th ultimo, concurred in by you.

I am, very respectfully, your obedient servant,

N. K. HALL.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York, N. Y.

No. 18.

NAVY DEPARTMENT, *June* 2, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of yesterday's date, with enclosure, asking the concurrence of this department in certain alterations on the New York, New Orleans, and San Francisco mail lines, and to inform you of my concurrence in the changes of times of departure, and the points of arrival of the mail steamers for the through mails between New York and San Francisco, believing that those matters belong properly to the Post Office Department, but it is with the distinct understanding that no allowance from the treasury, on any application which may hereafter be made elsewhere for increased compensation, will receive the sanction of this department.

I am, sir, with high respect, your obedient servant,

WILLIAM A. GRAHAM.

Hon. N. K. HALL,
Postmaster General.

No. 19.

POST OFFICE DEPARTMENT,
June 3, 1852.

SIR: Enclosed please find a copy of the letter from the Secretary of the Navy, in answer to my note of the 1st instant, transmitting to him a copy of my letter to Mr. Aspinwall of the 31st ultimo, in regard to the proposed change of arrangements on the New York and California lines.

I am, very respectfully, your obedient servant,

N. K. HALL.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York.

No. 20.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
New York, June 8, 1852.

SIR: I have the honor to acknowledge the receipt of your despatch of the 1st instant.

Upon the terms and conditions prescribed in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of the company to carry out the proposed arrangement for increased mail between this port and California. This company is prepared,

agreeably to our letter of the 21st July, 1851, to carry the mail direct between New York and Aspinwall, and between New Orleans and Aspinwall, discontinuing the line between Havana and Chagres, and run the line direct between New York and New Orleans, touching at Havana twice a month, and leave to Congress the compensation for the increased service, over the amount paid under the existing contract, the company retaining the right to discontinue such increased service, upon giving the department one month's previous notice, and to resume the service as now performed, according to the requirements of the contract, viz: twice a month between New York, New Orleans, Havana, and Aspinwall. This is the only portion of the joint letter of the 25th of May last in which this company was interested, and to which its assent was given.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW, *President.*

Hon. N. K. HALL,
Postmaster General.

A.

UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 1, 1858.

SIR: In answer to your inquiries, I beg leave to state that the original cost of the twelve steamships employed in the transportation of the United States mails between New York and Aspinwall, on the direct and contract routes, was $3,095,000, as per enclosed statement; that of these, three steamships, costing $625,000, have been lost; that four have been sold at a loss by depreciation of $976,000; that the estimated value of the five remaining steamships, allowing for deterioration, does not exceed $750,000; and that during the entire period since the commencement of the service only two dividends of ten per cent. each have been declared.

Very respectfully, your obedient servant,

M. O. ROBERTS.

Hon. D. L. YULEE,
Chairman, &c.

B.

Statement of the original cost of the steamships employed in the contract and direct mail service between New York and Aspinwall.

Built for the contract.		Purchased.	
Ohio	$450,000	Empire City	$225,000
Georgia	475,000	Crescent City	175,000
Illinois	475,000	Cherokee	150,000
Central America	300,000	Philadelphia	175,000
Moses Taylor	250,000	United States	120,000
Falcon	150,000	Star of the West	150,000
	2,100,000		995,000
			2,100,000
			3,095,000

Distance by contract route.

	Miles.
From New York to New Orleans, *via* Havana, and back	3638
From Havana to Aspinwall, and back	1982
	5620
Voyages per annum	24
	22480
	11240
By contract route	134880

Pay per annum, $290,000; divided by miles, gives $2 15 per mile.

Distance by direct route.

From New York to Aspinwall, and back	3962	miles.
Voyages per annum	24	
	15848	
	7924	
	95088	miles.
	$2 15	
Full contract pay per annum	$204,439 20	
Half pay per annum	102,219 60	
One-fourth pay per annum	51,109 80	

This direct service has been performed for six years on the 1st October, 1857, with an exception of two months in 1853.

Distance by direct route.

From New Orleans to Aspinwall, and back	2816	miles.
Voyages per annum	24	
	11264	
	5632	
	67584	miles.
	$2 15	
Full contract pay	$145,305 60	
Half pay	62,652 80	
Fourth pay	31,326 40	

Deduct for discontinued service.

From Havana to Aspinwall, and back	1982	miles.
Voyages per annum	24	
	7928	
	3964	
	47568	miles.
	$2 15	
Full contract pay	$118,389 20	
Half pay	59,149 60	
One-fourth pay	29,597 30	

The direct service from New Orleans to Aspinwall was performed for twenty-six months, and the discontinuance of the service from Havana to Aspinwall was, of course, for the same period.

RECAPITULATION.

Direct service from New York to Aspinwall, and back.

Full contract pay per annum	$204,439 20
Half pay per annum	102,219 90
One-fourth pay per annum	51,109 95

Direct service from New Orleans to Aspinwall, and back, per annum.

Full contract pay	$145,305 60
Deduct for discontinued service	118,389 20
Full contract pay per annum	26,916 40
One-half pay per annum	13,458 20
One-fourth pay per annum	6,729 10

The New York and Aspinwall direct service performed for six years to October 1, 1857.
New Orleans and Aspinwall direct service performed for two years and two months.

Memorial of Marshall O. Roberts and others, trustees of A. G. Sloo, contractor for carrying the mails between New York, New Orleans, Havana, and Chagres, praying additional compensation for extra mail facilities on that route.

To the honorable the Congress of the United States:

The memorial of the trustees under the contract between A. G. Sloo and the government of the United States respectfully shows:

That by the act of Congress of the 3d March, 1847, directing the Secretary of the Navy to contract with A. G. Sloo for the construction of five steamships suitable for naval or war purposes, or to transport the mail between New York, New Orleans, Havana, and Chagres, twice each month, the trustees aforesaid, in connexion with the United States Mail Steamship Company, assumed and entered upon the stipulations of the contract; and they have built the ships and performed the service for seven years and upwards, not only in the manner provided in the contract, but, for more than half the period that has elapsed, to a far greater extent than the contract demanded.

To this end, in good faith, they have devoted their energies and the most liberal means. They entered upon the enterprise when the construction of large sea-going steamers had scarcely been attempted in this country, and they built some of the largest then known in the commerce of the world. They did so under great disadvantages, in the then inadequate condition of machine and engine works in this country.

The ships built by them have, in all respects, exceeded the requirements of the contract, being far larger and of greater strength and capacity, and in these respects better adapted to the naval service, than the contract required. The aggregate difference in the ships required by the contract and those actually built by the trustees was 3,900 tons. No expense or labor was spared to meet the expectations of the government, and to contribute to the interests of the service. Besides the regular performance of the semi-monthly mail service, they have performed, for a considerable portion of the time, a weekly service between New York and Aspinwall; and for at least four of the seven years, besides the stipulated semi-monthly service between New York, New Orleans, Havana, and Aspinwall, have run a direct mail line between New York and Aspinwall twice each month, and, for a considerable period, four times each month. For two

years of the time they have also run a direct line, twice each month, between New Orleans and Aspinwall.

The service under the contract required five steamships of an aggregate of 6,600 tons. The aggregate of the five ships built under the contract was 10,500 tons. The increased and extra service required four additional ships; and there has been actually employed a steam force of 18,000 tons, or 11,400 tons beyond the requirement of the contract.

For this extra and enlarged mail service, performed with an express understanding with the government, that while the trustees and company did not hold the Post Office Department directly liable for it, yet it was at the same time understood that they would go to Congress, under a just claim for additional compensation.

Having surmounted all the obstacles which they were called to encounter in the outset of the enterprise, having built much larger and better ships than they agreed to build, and having performed a far greater amount of mail service than the contract required, but which the wants of the Post Office Department and the public interests called for, and having suffered losses to a large amount by the performance of the extra mail service between New Orleans and Aspinwall over and above any advantages derived from the direct service between New York and Aspinwall, they feel that they not only ought to be permitted to enjoy, in the amplest manner, all the immunities and conditions of their contract, and to receive from Congress, during the period it has to run, undoubted protection in the enjoyment and exercise of their contract rights, but such additional compensation for the extra mail service performed by them as shall be deemed just and equitable.

They therefore pray your honorable body that the proper accounting officers of the government be directed to allow and pay to said trustees such sum as shall be ascertained to be due them therefor, estimating such extra service at a proportion not exceeding one-half the ratio per mile now paid to said trustees under the contract above mentioned.

MARSHALL O. ROBERTS,
HORACE F. CLARK,
ELWOOD FISHER,
Trustees, &c.

NEW YORK, *January* 16, 1857.

Former report of the Committee on Post Offices and Post Roads.

IN THE SENATE OF THE UNITED STATES, *March* 2, 1857.

Mr. RUSK made the following report, (to accompany bill S. 644:)

The Committee on Post Offices and Post Roads, to whom was referred the memorial of Marshall O. Roberts and others, trustees, &c., have had the same under consideration, and respectfully report:

That the contract with A. G. Sloo was executed on the 20th April, 1847, and was assigned to George Law and others on the 3d of September following. It required the transportation of the mails in steamships from New York to New Orleans twice a month, and back, touching at Charleston, (if practicable,) Savannah, and Havana, and twice a month from Havana to Chagres, and back.—(*Vide U. S. Statutes at Large, vol.* 9, *page* 187.) A copy of the contract is hereto appended.

The first change in the service was assented to on the 21st of April, 1851, by which the contractors were authorized to run their steamers *direct* between New

York and Havana, without touching at Charleston and Savannah. This change, the Postmaster General states, relieved the contractors from some portion of their service; but was granted, as he also states, "with a view to afford greater despatch to the through mails between New York and California, and has served a good public purpose in expediting those mails."

In the spring of 1851 theintercourse with California became so important, and was so greatly increased, that a saving in time on the through passages was considered essential; accordingly, the contractors ran a line direct from New Orleans to Aspinwall, and back, twice a month. The New York and California merchants desired that the through mails should be carried by the direct route, by which two days at least would be saved. The contractors were compelled, by their contract, to transport the mails by the Havana route. They expressed their readiness, however, to take them by the direct route also. The first letter on the subject, in the correspondence, was from Postmaster General Hall to Mr. Law, of the 23d of June, 1851, enclosing a letter from a New York merchant, complaining that the mails were not sent by the direct route. Mr. Law replied on the 25th of June, expressing a willingness to carry the mails by that route, if directed by the department. The Postmaster General replied, on the 1st of July, saying that this division of the mails, as he understood it, was to make no difference in regard to the expense. Mr. Law answered, on the 21st of July, saying that "he presumed it was not expected that the mails would be carried outward and homeward six times per month for the same sum for which the company contracted to carry them twice monthly;" still, that he was willing to perform the additional service, "in the confident expectation that a sense of justice would induce Congress to make such further provision as might be a reasonable compensation for it." No reply seems to have been made to this letter by the department, but it appears that the mails were regularly sent on board the steamers in conformity with this understanding, and the contractors considered that the condition was, that they should submit the question of compensation to Congress.

The next stage in the correspondence was in 1852, when it was proposed to run a direct line, not only from New York to Aspinwall, and back, but also from New Orleans to Aspinwall, and back, twice monthly. This line was commenced on the 16th of July, 1852. The first letter on the subject was from the Postmaster General to Mr. Law, on the 4th of May of that year. Some twenty-two letters passed, from the last-mentioned date to the 24th of June, the last of which was of the latter date, from Mr. King, the present First Assistant Postmaster General. It seems, from this correspondence, that the Postmaster General and the Secretary of the Navy stated that the condition on which the mails were to be carried by this route was the distinct understanding that the Post Office and Navy Departments would not *consent* to any allowance for it from the treasury; and that an application to Congress for increased compensation would not receive their *sanction. This was understood by the contractors to preclude their going to Congress on the question, and they declined to take the mails; but an explanatory letter from the Postmaster General to Mr. Aspinwall, of the* 14*th of June,* 1852, *was understood by the contractors to leave the question of compensation to Congress, and the through California mails have accordingly been carried on this basis by the direct line between New York and Aspinwall until the present time, and by the direct line between New Orleans and Aspinwall* until that line was discontinued. This is shown by the following letters:

Mr. Aspinwall to the Postmaster General, May 17, 1852.
Postmaster General to Mr Aspinwall, May 18, 1852.
Joint letter, Mr. Aspinwall and Mr. Law to Postmaster General, May 25, 1852.
Postmaster General and the Secretary of the Navy to Mr. Law, June 1 and 2, 1852.
Mr. Law to the Postmaster General, June 8, 1852.

Mr. Law to the Secretary of the Navy, June 10, 1852.
Postmaster General to Mr. Aspinwall, June 14, 1852.
Mr. Law to the Postmaster General, June 15, 1852
Same to same, June 16, 1852.
Postmaster General to Mr. Brady, June 16, 1852.
Postmaster General to Mr Law and Mr. Aspinwall and Secretary of Navy, June 18 1852.
Mr. Croswell to the Postmaster General, June 23, 1852.
Postmaster General to Mr. Law, June 24, 1852.
Mr. Law to Postmaster General, and Mr. King to Postmaster General, June 24, 1852.

The next stage in the correspondence was in 1853, when the intermediate or weekly through mail to California was commenced from New York to Aspinwall, and from New Orleans to Aspinwall, and back, direct. This weekly line was commenced on the 23d of March, 1853, and was continued for some four months, but, having resulted in a serious loss to the contractors, was withdrawn. For this additional *service* the contractors, under the more stringent conditions imposed by the present head of the Post Office Department, *do not present any claim to Congress for additional compensation.*

It seems, therefore, that the claim for such compensation is *for the direct mail transportation from New York to Aspinwall, and back, twice a month, from July,* 1851, *to the present time; and from New Orleans to Aspinwall, and back, twice a month, from July,* 1852, *to September* 1, 1854.

The Postmaster General, in his letter to the chairman of the committee, takes the ground that "neither the department nor the government has been justly subjected to any claim for additional compensation on account of extra mails which have been transported by the contractors, such additional mails having in all cases been conveyed with a distinct understanding that no additional expense should thereby be incurred *by the department.*" The correspondence shows that the understanding undoubtedly was "that no additional expense should be incurred by the department," but that it was also understood that a claim for compensation would be made by the contractors; that they would present it for the consideration and decision of Congress; and that while the Post Office Department "declined to be responsible, either directly or indirectly, for any additional expense in the matter"—in other words, declined "to *join* in submitting the subject to Congress upon a question of increased compensation"—the contractors have actually performed the service, as stated by them at the commencement, "in the confident expectation that a sense of justice would induce Congress to make such further provision as would be a suitable compensation for it;" *and that these facts being established, the contractors have an equitable claim for such additional compensation as Congress shall deem just and reasonable.*

The committee report a bill, and recommend its passage.

POST OFFICE DEPARTMENT,
Washington, February 12, 1857.

SIR: I return herewith the memorial of Marshall O. Roberts, Horace F. Clark, and Elwood Fisher, trustees under the contract with A. G. Sloo for the transportation of the mail between New York, Havana, New Orleans and Aspinwall, praying additional compensation for extra service performed on that route, which was referred to me by your committee on the 28th ultimo, with a request to be informed "if the allegations made in the memorial are sustained by the facts; if the extra service claimed by the memorialists was performed with the sanction of the department, and any other facts which may be deemed of importance in the case."

In order that the committee may fully understand the merits of this appli-

have deemed it necessary to furnish herewith copies of all the corres-
: which has taken place upon the subject. On a careful examination
›rrespondence, I think you cannot fail to see that neither the department
;overnment has been justly subjected to any claim for additional com-
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›rs; such additional mails having in all cases been conveyed with a
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In order that the committee may fully understand the merits of this appli-

cation, I have deemed it necessary to furnish herewith copies of all the correspondence which has taken place upon the subject. On a careful examination of this correspondence, I think you cannot fail to see that neither the department nor the government has been justly subjected to any claim for additional compensation on account of the extra mails which have been transported by the contractors; such additional mails having in all cases been conveyed with a distinct understanding that no additional expense should thereby be incurred by the department.

The contract with A. G. Sloo, which was executed on the 20th of April, 1847, and assigned to George Law & Co. on the 3d of September following, requires the transportation of the mails in steamships "from New York to New Orleans twice a month, and back, touching at Charleston, (if practicable,) Savannah, and Havana, and from Havana to Chagres, and back, twice a month."

The first change ordered in this service was that assented to on the 26th of April, 1851, when permission was given to the contractors to run their steamers *direct* between New York and Havana, without touching at Charleston and Savannah, by which they were relieved from the necessity of stopping at those intermediate ports, without any change of mail compensation, and without requiring from them any compensatory benefit in increased service on other portions of their route. This permission was provisional in its terms, but has never been revoked. It was granted with a view to afford greater despatch to the through mails between New York and California, and has served a good public purpose in expediting those mails. It has, also, at the same time, relieved the contractors from no inconsiderable portion of the service stipulated for in their contract.

In the spring of 1851 the contractors commenced running a line of semi-monthly steamers between New York and Chagres *direct*, in order to accommodate the rapidly increasing emigration and trade with California. These steamers were placed upon the route without the previous knowledge of the department, and without any reference to the mail service. They were despatched from New York two days after the departure of the regular mail steamers *via* Havana. The necessary effect of this arrangement was to divert correspondence from the mails into the hands of private expresses by the irregular steamers, as thereby correspondents gained the advantage of two days' later dates from New York on outgoing mails, and also two days' earlier intelligence from California on incoming mails. Such a state of things tended greatly to impair the efficiency of the regular mail service, and, as might be expected, numerous complaints were made to the department.

The attention of the contractors was first called to these complaints by Postmaster General Hall, on the 23d of June, 1851, on which occasion he enclosed a copy of a letter from a merchant of New York city, complaining that the California mails were not forwarded to that city by the first steamer from Chagres. I invite your attention to Mr. Law's letter in reply, of June 25, 1851, which was the first received from the contractors on the subject, wherein he stated: "If the department desires the Chagres and California mails, outward or homeward, to be sent by the direct steamers, I shall be happy to direct the commanders of the ships to receive them on board." In the concluding paragraph of this letter Mr. Law stated that in the case complained of "no possible fault can attach to this company or to any of its agents," as the captain of the *direct* steamer, on the occasion in question, "knowing the anxiety of the public to get the mails at the earliest possible day, requested that they might be sent by him; but the mail agent, having no instructions upon the subject, did not feel authorized to allow them to go on board." He also m ntions the circumstance that "the previous direct ship of this (his) company brought the Chagres mail for New York by permission of the mail agent and in compliance with our wishes," and closes by inti-

mating that it is only required that the department should issue instructions to the mail agents and the postmaster of New York "in order to insure the transmission of the New York mails, outward or homeward, by the direct steamers of the mail line." I have thus specially referred to this letter for the purpose of showing that at that time no allusion whatever was made in regard to any claim for extra compensation.

On the 1st of July following, the Postmaster General, with the view of having a full and explicit understanding with the company, addressed a letter to Mr. Law, inquiring if the department was correct in its understanding, that the proposed division of the mails between the direct steamers and those running *via* Havana was "to make no difference in respect to the expense of the service." Mr. Law replied to this letter on the 21st of July, 1851, proposing a re-arrangement of the schedules so as to run twice each month between New York and Chagres *direct;* twice a month between New York and New Orleans, *via* Havana, and twice between New Orleans and Chagres *direct;* the arrangement to be conditional, subject to discontinuance if it should prove to be unsatisfactory to the company. He also stated that it was not his intention to preclude the company from making "a claim for reasonable additional compensation for such service," and intimated that such claim (if any) would be made solely on account of the "*additional clerks or agents*" which it would be necessary to employ in carrying the mails outward and homeward by the extra steamers. As these steamers were already running on the route between the points named, having been placed there by the company with a view to their own interests in transporting passengers and freight, the mere circumstance of carrying the mail could not of course enhance the expenses of the company, except it might be in the item of clerk-hire; and it is not perceived that even in that item there was any necessity of an increased expenditure.

It further appears by the letter of the Postmaster General to M. O. Roberts, esq., of April 9, 1852, and Mr. Roberts's reply of the 10th of same month, that no mails had been taken by the *direct* steamers since the month of November preceding, although the company continued their advertisement to take mails by those steamers; thereby misleading the public, and causing frequent complaints on account of the delays to which correspondence intended to be forwarded by those steamers was subjected. I beg to refer you to the correspondence which followed between that date and the 31st of May following, when an order was made by Postmaster General Hall, with the concurrence of the Secretary of the Navy, assenting to the great mail going from New York *direct* on the 5th and 20th of each month, and on the 7th and 22d from New Orleans, on condition that the semi-monthly service between New York and New Orleans, *via* Havana, should still be continued, and with the distinct understanding that no increased expense was thereby to be incurred, "either by a direct allowance from the treasury, or by favoring any application which may be hereafter made elsewhere for increased compensation." Subsequently to the making of this order, several letters passed between the Post Office and Navy Departments and the company, in which the departments maintained their position, that they would not hold themselves liable, either directly or indirectly, for any increased expense in the matter. The following letters compose the more important parts of this correspondence, viz: From William H. Aspinwall, president, of 17th May, 1852; the reply of Postmaster General, of 18th May, 1852; joint letter from William H. Aspinwall and George Law, of 25th May, 1852; letter to William H. Aspinwall, of 31st May, 1852; to George Law, of 1st June, 1852; from Secretary of Navy, of 2d June, 1852; to George Law, of 3d June, 1852; from George Law, of 8th June, 1852; to George Law, of 10th June, 1852; to William H. Aspinwall, 10th June, 1852; to Secretary of Navy, of 14th June, 1852; from George Law, of 15th June, 1852; from George Law, of 16th June, 1852; to postmaster of New York, of 16th June, 1852; to George Law, of 18th June,

1852; to Secretary of Navy, of 18th June, 1852; to William H. Aspinwall, of 18th June, 1852; from George Law, of 21st June, 1852; to postmaster of New York, of 22d June, 1852; and from Horatio King, of 24th June, 1852.

In March, 1853, shortly after I came into office, my attention was directed by the postmaster of New York to the fact that the United States and Pacific Mail Steamship companies had advertised in the New York papers to put on an additional semi-monthly line of steamers between New York and San Francisco, *via* Aspinwall and Panama, carrying the United States mail, and an order was thereupon made on the 25th of March, 1853, with the concurrence of the Secretary of the Navy, instructing the postmasters of New York and San Francisco to make up and forward mails by said steamers, "with the express understanding, however, that the government is to be in no wise holden, either directly or indirectly, for any increased expense in the matter." The postmasters of New York, Boston, and San Francisco, and the president of each of the mail steamship companies, were severally informed, by letter of that date, of the terms upon which the mails would be permitted to be forwarded by these intermediate through steamers. The letter in reply, from the vice-president of the Pacific Mail Steamship Company, of 28th March, 1853, indicating a purpose to apply to Congress for an extra allowance, I took occasion on the first of April following to inform that company of the position which this department occupied with reference to that subject, as follows:

"1st. I do not ask or require you to carry any mail by the intermediate semi-monthly steamers which you propose to run on your line; but as you have, it appears, thought it for your interest, independently of the mails, to put on these additional steamers, I have considered it my duty to offer you the mail on the conditions mentioned in my letter to Mr. Aspinwall of the 25th ultimo."

"2d. In thus offering you the mail it must be distinctly understood that this department neither consents to incur any increased expense in the matter, nor agrees, either directly or impliedly, in recognizing in any manner any claim for extra compensation for any service your company may perform under the order of the 25th, modified by the further order of the 29th ultimo."

I beg also to refer to my letter to M. O. Roberts, esq., president of the United States Mail Steamship Company, of April 29, 1853, in which, with a view of preventing any misunderstanding with his company, I took occasion to repeat the position of this department, as communicated to the Pacific company by letter of 1st of said month, to inform him that the Pacific company had agreed unconditionally to those terms.

The mails taken by the intermediate steamers from New York, on the 13th and 28th of April and 28th of March, 1853, were delivered to the contractors with the express understanding (as will fully appear by the accompanying correspondence) that no claim was to be made for extra compensation. On the 9th of May, 1853, the postmaster of New York, having inquired relative to despatching a mail by the intermediate steamer of the 15th of that month, was informed, in reply, "that the contractors had been given to understand distinctly on what terms the mail for the intermediate steamers will be offered to them for conveyance; and if they take it, it will be, of course, only on those terms."

Having thus reviewed the principal portions of the correspondence bearing directly upon the application of the memorialists, I desire briefly to advert to one or two statements made in the memorial to sustain their claim for additional compensation. In the first place, with reference to the extra service which has been performed over and above the regular semi-monthly trips provided for in the contract, I would remark, that such trips have in no case been run by the contractors at the solicitation of the department, or with the purpose, primarily, of affording increased mail facilities, the transportation of the mails on such trips being incidental only to the main object which the contractors intended to subserve by running them, which was to provide increased facilities for the trans-

portation of passengers and freight. In all the changes of schedule which have been adopted, the right has been reserved by the company to discontinue the extra trips whenever they should find the arrangement to work disadvantageously. The direct service between New Orleans and Aspinwall, failing to prove a source of profit to the company, was abandoned in the month of September, 1854, agreeably to notice given in Mr. Roberts's letter of 8th August, 1854; while, on the other hand, the direct line between New York and Aspinwall, having proved a source of profit, is continued to this time. It should also be remarked, with regard to the *direct* service between New Orleans and Aspinwall, that while it was in operation permission was granted to withdraw the company's steamer running between Havana and Aspinwall Secondly, with reference to that part of the memorial which sets forth that while the company did not hold the Post Office Department directly liable for the additional service rendered, "yet it was at the same time understood that they would go to Congress upon a just claim for additional compensation," I have to observe that the official correspondence of my predecessor, Mr. Hall, relative to these additional mails, will not warrant any such conclusion as that he recognized a just claim on Congress for additional compensation, although he did not require from them an express relinquishment of the right to make an application to Congress. In his annual report of November 29, 1851, Mr. Hall defined the position which the department occupied with regard to that subject, as follows: "The contractors for the mail service from New York and New Orleans, *via* Havana, to Chagres, some time since proposed to take mails by their steamers, which run direct to Chagres, in addition to the mails taken by their steamers touching at Havana. They desired additional compensation therefor. This department declined to assume for the government either an express or implied obligation to make such compensation, but consented to send mails by such steamers, with the express understanding that no obligation to pay for such service was thereby incurred, but without requiring the contractors expressly to relinquish all claim to compensation, and thus preclude an application to Congress." And with regard to any extra service performed since March 25, 1853, it cannot certainly be alleged that I have in any manner, either directly or by implication, countenanced the making of any such application to Congress; on the contrary, I have uniformly given the company to understand that neither the department nor the government were to be holden, directly or indirectly, for any additional allowance growing out of the transportation of mails by the intermediate or other extra steamers plying on their route.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

Hon. THOMAS J. RUSK,
Chairman of Committee on Post Offices and Post Roads, U. S. Senate.

No. 5.

The additional mail service alluded to in the succeeding paper has been performed upon—

I. The direct route between New York and Chagres or Aspinwall.

II. The direct route between New Orleans and Chagres.

III. The intermediate or *weekly* line between New York and California, and between New Orleans and California.

I.—*The direct service between New York and Chagres.*

The contract required the transportation of the United States mail from New York to New Orleans twice a month, and back, touching at Charleston, (if practicable,) Savannah, and Havana; and from Havana to Chagres twice a month,

and back. When this route was created by act of Congress, in 1847, the Havana and Chagres branch of it was considered secondary and of the least comparative consideration. But the rapidly increasing business and intercourse with California in 1851–'52 called for enlarged facilities of transportation and communication. The direct line betwee New York and Chagres, by which two days, if not three, had been saved in time, had been established in the spring of 1851, and was in operation. The California mails, carried by the contract route, were necessarily behind the running time of the direct steamers. This was cause of much complaint. It was material to the business of the country and to the department that they should be carried by the direct route. The company could not withdraw their contract route *via* Havana, which they would gladly have done, and carry the mails by the direct route only. They were compelled to keep up the Havana route, and if the California mails were sent by the direct route, to perform so much additional mail service. This additional service, therefore, was demanded by every public consideration. Both on the Atlantic and Pacific sides, the desire for the speediest transmission of the mail was universal. All this was well known to the department. And yet, because the direct route had been established, and because the company's desire to meet the public wishes and expectations was well known, the department did not hesitate to place itself upon the ground that the company should perform the additional service, not only without holding the department liable, but should be made to commit themselves not to go to Congress for such compensation therefor as that body should deem reasonable and equitable. When the company declined to stultify themselves by a committal to the latter position, and refused to carry the mails on terms which they considered incompatible with justice, and a fair reward for additional mail service on their part, then the department insisted that it would not *sanction* or *join in* any application by the company for any allowance from the treasury or *elsewhere*, meaning Congress. Now, the company have never asked the sanction or co-operation of the department in this application. They neither requested nor expected it. On the contrary, the department having uniformly avoided an acknowledgment that anything should be paid or any obligation recognized by it for a service that contributed largely to the interests of the department and to the public interests, whatever might be the additional labor and cost to the contractors, the company had no reason to expect anything but opposition from the department to their claim for a fair and reasonable allowance by Congress. In this they have not been mistaken. The letter of the Postmaster General to the chairman of the Post Office Committee of the Senate is a labored statement or argument, accompanied by a mass of correspondence, (much of it non-essential to the question before the committee,) intended, by giving a construction to such correspondence, in more than one instance, not borne out by its tenor, to confirm the allegation of the letter, that "neither the department nor the government has been justly subjected to any claim for additional compensation, on account of the extra mails which have been transported by the contractors, such additional mails having in all instances been conveyed with a distinct understanding that no additional expense should thereby be incurred *by the department*."

It will be observed that the first letter in the series of correspondence, and to which the Postmaster General calls the particular attention of the committee, was that of Postmaster General Hall, enclosing a letter from a New York merchant, complaining that the California mails were not sent by the *direct* line between New York and Chagres. This letter of the Postmaster General was dated June 23, 1851. Mr. Law replied on the 25th of the same month, saying that no blame could attach to the company for the mails not being sent by that route; that the commanders of the direct ships had offered to receive them on board at Chagres, and that the mail agent, not being instructed by the department, had declined the offer; but that, "if the department desired it, he (Mr.

Law) would be happy to instruct the commanders of the ships to receive the mails on board." Nothing was said by Mr. Law in this letter about compensation. Probably it *was not thought* of at the moment; or, if it had been, would have been *considered premature or unnecessary*, as no doubt was then entertained that the department would treat the matter with fairness, if not with liberality. And yet this circumstance of not starting off with a claim for additional compensation is alluded to in the letter of the Postmaster General to the committee, and their particular attention is called to it, as if it proved the fact that the idea of compensation in any form was an afterthought. But all allusion by the Postmaster General to another circumstance connected with this beginning of the correspondence, and a material part of it, is *carefully avoided*. The first letter of Postmaster General Hall made no allusion to compensation. It would therefore have been thought by the department to manifest undue eagerness on that subject by the company had Mr. Law obtruded it in his first letter in reply. But the first moment it was alluded to by the department, *five days afterwards*, Mr. Law replied, and assumed the position on which the mails were first sent by the direct line, which has been uniformly maintained, and on which the additional service for which compensation is now solicited from Congress has been performed, namely, that the company did not hold the department liable, nor expect its co-operation in any application to Congress for it; but that they "were entirely willing to perform the additional mail service, in the confident expectation that a sense of justice would induce *Congress* to make such further provision as might be considered a suitable *compensation* for it." The Postmaster General's first letter was dated June 23, Mr. Law's reply the 25th of the same month; the rejoinder of the Postmaster General on the 1st of July, and Mr. Law's answer the 21st of the same month; so that the whole question of compensation was fully stated on both sides within twenty-nine days after the first letter from the department in relation to the additional service, and within twenty days after the first allusion to the subject by Postmaster General Hall. With all deference, it is conceived that an effort to draw in the aid of so small a point against the claim is significant of the feebleness of the attempt to defeat it before the committee and before Congress.

The Postmaster General urges that the contractors were already running the direct line of steamers between New York and Chagres, "in order to accommodate themselves; that those steamers were placed upon the route without the previous knowledge of the department, and without any reference to the mail service." It is true that the direct line, by which two days in time were saved, was not established for the sole or particular purpose of carrying the mails. Nor were the railroads throughout the country, or the Panama railroad, constructed for that purpose; but, being in operation, a wise appreciation of the advantages of speed in the transportation of the mails has induced the government to avail itself of them. It was material to the public interests that the through California mail should be carried by the direct route, while the contract required that the Havana route should be kept up. And no valid or good reason can be assigned why a just compensation should not be paid for the additional service performed in consequence of this state of things.

II.—*The direct service between New Orleans and Chagres.*

The next stage in the correspondence in relation to additional compensation was in the summer of 1852, at the commencement of the direct line between New Orleans and Chagres, or Aspinwall. Until that time the intercourse with California by mail, for all the west and the valley of the Mississippi, was by the contract route *via* New Orleans and Havana, and thence to Chagres. To afford greater facilities to travel and the mails from all that region the direct line between New Orleans and Chagres was undertaken. It was much desired there,

and entered upon under that impression. But it was an experiment. The company were willing to make it, but, of course, relied upon a reasonable allowance for the increased mail service. It proved, after being thoroughly tested, a severe loss to the company, not less a sum than $200,000, and was discontinued. But the same effort was made in the outset to bring the company, as they then interpreted the views of the department, to an admission that would preclude them, if not from asking, at least from obtaining compensation even from Congress. The first letter from the department was from Mr. Hall, on the 4th May, 1852. The reply to this letter, by the joint letter of Mr. Aspinwall and Mr. Law, of the 25th May, placed the question of compensation distinctly on the letter of Mr. Law of the 21st June, 1851, viz: that the additional service would be performed by the company "in the confident expectation that a sense of justice would induce Congress to make such further provisions as might be considered a suitable compensation for it." On the 31st May the Postmaster General (Hall) replied to the joint letter, and said: "In giving my assent to this arrangement, I in no way *consent* to any increased expense in the matter, either by a direct allowance from the treasury or by *favoring* any application which may be made elsewhere for increased compensation." On the 1st and 2d June, 1852, the Postmaster General and Secretary of the Navy addressed the company, repeating the phrase that the service must be performed "with a distinct understanding that no allowance from the treasury, on any application which hereafter may be made elsewhere for increased compensation, will receive *the sanction* of these departments." This was interpreted by the company to mean that they should preclude themselves from going to Congress for reasonable compensation; and accordingly Mr. Law replied on the 8th June, and said: "*Upon the terms and conditions presented in the letter from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interests of the company to carry out the proposed arrangement for increased mail service* between this port and California." As this is a material letter, which has escaped all allusion in the Postmaster General's letter, it is inserted entire:

"UNITED STATES MAIL STEAMSHIP COMPANY,
"*New York, June* 8, 1852,

"SIR: I have the honor to acknowledge the receipt of your despatch of 1st instant.

"*Upon the terms and conditions presented in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of this company to carry out the proposed arrangement for increased mail service between this port and California.* This company is prepared, agreeably to our letter of the 21st July, 1851, to carry the mail between New York and Aspinwall, discontinuing the line between Havana and Chagres, and run the line direct between New York and New Orleans, touching at Havana, twice a month, *and leave to Congress the compensation for the increased service over the amount paid under the existing contract;* the company retaining the right to discontinue such increased service upon giving the department one month's notice, and to resume the service as now performed, according to the requirements of the contract, viz: twice each month between New York, New Orleans, Havana, and Aspinwall. This is the only portion of the joint letter of the 25th May last in which this company was interested, and to which its assent was given.

"I have the honor to be, &c.,

"GEO. LAW, *President.*

"Hon. N. K. HALL, *Postmaster General.*"

Two days subsequently, (on the 10th June,) Mr. Law addressed to the Secretary of the Navy a reply to his letter of the 2d June, in precisely the language of the above letter to the Postmaster General. On the 15th June, in reply to a further letter from the Post Office Department, of the 10th June, Mr. Law wrote the department as follows:

"U. S. MAIL STEAMSHIP COMPANY,
"*New York, June* 15, 1852.

"SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant.

"The impression of the department that this company declines to carry out the proposition for such increased service as shall be required for direct mails between New York and Aspinwall, and New York and New Orleans, *via* Havana, each twice a month, 'on the ground that the Secretary of the Navy and the Postmaster General will not hold themselves liable, either directly or indirectly, for any additional expense in the matter,' is not, as the case is understood by the company, the actual attitude in which the matter stands.

"In my letter to the department of *the* 21*st of July*, 1851, *embodying this proposition*, it was alluded to as an experiment, intended to meet the public wants, and a general demand for increased mail facilities between the Atlantic and Pacific portions of the United States, beyond the stipulations of the existing contract; which being voluntary on our part, and requiring the employment of several additional steamers, we claimed the right, should it prove too onerous and expensive to the company, to discontinue, and to return to the existing schedule, upon giving to the department one month's notice. In relation to compensation, I said, 'still desirous of promoting to the utmost the interests and convenience of the public, we are entirely willing to perform the additional service, *in the confident expectation that a sense of justice will induce Congress to make such further provision as may be considered a suitable compensation for it.*'

"This was the basis of the recent renewal of the proposition in the joint letter of the 25th May last. But the tenor of the letters of the Secretary of the Navy and the Postmaster General, of the 1st and 2d instant, seems to admit of an interpretation beyond a determination not to hold themselves *liable*, directly or indirectly, for any additional expense. It seems to preclude the idea of any application hereafter on the part of this company to Congress for any additional compensation, whatever may be the additional performance of mail service, and to be a distinct negative, by the departments, to which we become parties, upon anything additional that Congress may deem it just and expedient to allow. It seems also to preclude the right on the part of the company to go back to the schedule under the contract.

"*While it has not been the intention of this company to hold either of the departments liable, directly or indirectly, for any additional mail service beyond the conditions of the contract—but to perform it, subject entirely to the decision of Congress*—I desire respectfully to say that I do not feel authorized to place the company in a position that would preclude it from applying for or accepting such additional allowance as in the judgment of Congress might be considered equitable.

"By the terms of the contract, for running between New York and New Orleans, Havana, and Chagres, twice each month, we stipulate to employ five steamships in the performance of the mail service, two of them being spare ships. The proposed service will require six steamers in constant service, and three spare ships. We were entirely willing to make the trial, and to continue the service, if it should prove as advantageous to the public as was supposed, and the business of the company would justify the increased expenditure to which

it would be subjected; but if it should not, or Congress should not regard it of sufficient importance to pay such compensation as would enable the company to perform the additional service without loss, the company reserved the right to return to the former schedule, viz: twice a month between New York and New Orleans, and twice a month between Havana and Aspinwall. In such case it was also the intention to give the Postmaster General due notice—one month being thought sufficient for that purpose.

"Upon this basis the company is prepared to enter at once upon this arrangement; to carry it out to the best of its ability, and to contribute to the extent of its means to the mail facilities between New York and California.

"I have the honor to be, very respectfully, your obedient servant,

"GEORGE LAW, *President.*

"Hon. N. K. HALL, Esq.,
Postmaster General."

The answer of Mr. Dundas, for Postmaster General Hall, addressed to Mr. Aspinwall on the 14th of June, was as follows:

"POST OFFICE DEPARTMENT, *June* 14, 1852.

"SIR: Your letter of the 12th instant is received. In his letter of the 8th instant Mr. Law says: 'Upon the terms and conditions prescribed in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of this company to carry out the proposed arrangement,' &c.

"*It is not perceived that the order, as made, differs from Mr. Law's proposition essentially in any respect*, except it be in the fact that the Secretary of the Navy and the Postmaster General *decline to be responsible*, either directly or indirectly, for any additional expense in the matter; in other words, *that they decline to join in submitting the subject to Congress hereafter* upon a question of increased compensation to the company. If the matter must be submitted to Congress, would it not be advisable that it be done at once?

"I am, respectfully, your obedient servant,

"WM. H. DUNDAS,
"*For the Postmaster General.*

"WM. H. ASPINWALL, Esq.,
"*President Pacific M. S. S. Co., New York, N. Y.*"

This letter was regarded by the company, as the department undoubtedly intended, as conceding the position of the company that the additional service would be performed "in the confident expectation that a sense of justice would induce Congress to make such further provision as would be considered a suitable compensation for it." So understanding it, the mails were received on board, and the service continued until the losses incurred compelled the company to withdraw the line. That such was the understanding is confirmed by the letter of Mr. King, the present First Assistant Postmaster General, who was in New York when the arrangement was in progress. He wrote Postmaster General Hall on the 24th of June:

"I presume the matter now stands where the Postmaster General and Secretary of the Navy intended it should; that is, if the arrangement is carried out, there is to be *no obligation* on either *to favor* an application for increased allowance from any quarter. Messrs. Law, Roberts, and Croswell have just stated to me that this is their understanding of the matter, but if found to work well, *they intend to bring the subject before Congress themselves*, and if allowed sufficient increased pay they will continue the arrangement; and if not, they will return to the old schedule."

The attention of the committee is respectfully invited to the letter of Mr. Law of the 21st of July, 1851, as follows:

"UNITED STATES MAIL STEAMSHIP COMPANY,
"*New Yark, July* 21, 1851.

"SIR: I have the honor to acknowledge the receipt of your letter of the 1st instant.

"It is the intention of this company at an early day, if it shall meet with the approbation of the department, to arrange the running of its steamers, each month, as follows, viz: Twice between New York and Chagres direct; twice between New York and New Orleans, *via* Havana; and twice between New Orleans and Chagres, direct, making three distinct routes, and six passages per month to and from the respective points of destination. Provision will be made for carrying the mails by each steamer, and to insure the arrival of the California mails at the city of New York and at New Orleans at the earliest day that their arrival at Chagres will enable them to be brought forward. We propose to make trial of this arrangement, and if it proves satisfactory, to continue it. So long as it is in operation the direct connexion between Havana and Chagres may be dispensed with, as the Charleston and Savannah mails may be sent *via* New Orleans.

"In expressing in my letter of the 28th ultimo the readiness of this company to instruct the commanders of their steamers, direct as well as by the way of Havana, to convey the California mails, if desired by the department, it was not my intention to preclude a claim for reasonable additional compensation for such service, although we desire to meet fully the requirements of the department. It is not expected, I presume, that the mails can be carried, outward and homeward, six times per month, with the necessary additional clerks or agents, for the same sum for which we contract to carry them twice monthly. Still, desirous of promoting to the utmost the interest and convenience of the public, *we are entirely willing to perform the additional service, in the confident expectation that a sense of justice will induce Congress to make such further provision as may be considered a suitable compensation for it.*

"I have the honor to be, very respectfully, your obedient servant,
"GEORGE LAW, *President.*

"Hon. N. K. HALL,
"*Postmaster General.*"

The attention of the committee is invited to this letter, not only because it presents in the outset a position assumed and uniformly maintained by the company in relation to this question of additional compensation, but because the manner in which it is referred to by Postmaster General Campbell must leave the impression that it is at least palpably misapprehended by him. This remark is applicable to the scope and even the tenor of the language of material parts of the letter. Take a single sentence as an illustration. The Postmaster General says: "He (Mr. Law) also stated that it was not his intention 'to preclude the company from making a claim for reasonable additional compensation for such service,' and *intimated* that such claim (if any) would be made *solely* on account of the '*additional clerks or agents*' which it would be necessary to employ in carrying the mails outward and homeward by the extra steamers." Mr. Law's language was as follows: "It is not expected, I presume, that the mails can be carried, outward and homeward, *six times per month*, with the necessary additional agents or clerks, for the same sum for which we contract to carry them *twice monthly*. The conveyance of the mail *six times* per month, instead of *twice*, was the material difference, the matter of additional clerks or agents being merely incidental. That it is anywhere intimated or stated by Mr. Law that the latter was the *sole* ground of the claim for reasonable compen-

sation for this enlarged service, cannot be conceived for a moment by any one who will read the correspondence without prejudice, or understand the subject. If the Postmaster General could have supposed himself liable to fall into the error of conceiving that the multiplication and running of steamships and the transportation of mails are non-essential features in the case, and the merely incidental employment of agents or clerks the *sole* source of additional expense, he could have put his hands at once upon a corrective, in the letter of Mr. Law of the 15th of June, 1852, then before him, in which he says: "By the terms of the contract for running between New York and New Orleans, Havana and Chagres, twice a month, we stipulated to employ *five* steamships in the performance of the mail service, two of them being spare ships. The proposed service will require *six* steamers in constant service, and *three* spare ships." It is obvious that it was *solely* on account of the employment of *nine* instead of *five* steamships, and the cost of their running, that the claim for additional compensation was based, and certainly not upon the matter of a few additional clerks or agents. Although the carrying of the mails, and a natural belief that reasonable compensation might be obtained for it, was not the only consideration for the establishment of the direct line between New Orleans and Chagres, yet it entered, of course, into the inducement to make a hazardous experiment to afford enlarged and valuable facilities for the transmission of the California mails direct to and from the western portion of the Atlantic States.

While the particular attention of the committee is invited by Postmaster General Campbell to Mr. Law's letter to the department of the 25th June, 1851, not a single allusion is made to any other letter of the company, and particularly to those in 1851 and 1852, which refer to their determination to submit the whole matter of additional compensation to the justice of Congress; nor is the fact mentioned by the Postmaster General that such was, from the beginning, the basis of their position in relation to compensation for additional mail service. And the committee will look in vain for any acknowledgment in the Postmaster General's letter that that material position and determination, so prominently placed before the department by the company, and *on which the performance of the additional service hinged,* was ever thought of or alluded to by the company. For some reason, the fact seems to be kept studiously out of sight. It is a curious and significant fact that in the enumeration of the "more important parts of the correspondence," to which the Postmaster General directs the attention of the committee, the material letter from the department to Mr. Aspinwall *of the 14th June,* 1852, *on which the company consented to receive the mails on board the ships, after having declined them on the previous 8th of that month, is altogether omitted.*

III.—*The intermediate or weekly line between New York and California and New Orleans and California.*

Early in 1853 the calls for increased communication between the Atlantic and Pacific portions of the Union became so frequent and urgent, especially from business men in California, that the two companies performing the California mail service resolved to make the experiment of running an intermediate semi-monthly through line direct between New York and San Francisco, and also between New Orleans and San Francisco. It was a hazardous experiment at the time. Considerations connected with the ordinary business of the ships in freight and passengers did not warrant the undertaking; and even with a liberal allowance for thus doubling the mail service, (carrying the mail *weekly* to and from California,) it was by no means certain that it could be sustained. It was commenced, however, and the mails, after much correspondence between the

department, the postmaster at New York, and the company, preceding each voyage, were received on board. But the conditions imposed by Postmaster General Campbell, directly from the department and through the postmaster at New York, were so restrictive and unfavorable that the mails were taken at each voyage under a sort of protest, and with an intention on the part of the company of having a definite arrangement to carry them, as in the instance of the direct mail between New York and Aspinwall, and with an understanding that the question of compensation should be submitted to the decision of Congress, the department meanwhile assuming no liability, nor being expected to co-operate in any application to Congress, or if such an understanding should be found impracticable, to decline to carry the mails by that line. But it soon became apparent that the intermediate or weekly line could not be sustained, even with the utmost that could be expected as compensation for the additional mail service, and that the line must soon be withdrawn. Accordingly the mails were carried on the conditions imposed by the department so long as the line was continued, as a convenience to the business interests, to which it proved highly advantageous, but to the company a serious loss; and notice of its withdrawal was given the Postmaster General by Mr. Roberts on the 4th June, 1853, having been in operation about one quarter. Under these circumstances, the company make no claim upon the department or upon Congress for the additional mail service thus performed. It is proper to add that a large proportion of the correspondence, exceeding one-third of the mass accompanying the letter of Postmaster General Campbell, relates exclusively to this branch of service, the consideration of which by the committee, and so much of the Postmaster General's letter as it belongs to, is rendered unnecessary.

The letter of Postmaster General Campbell opens with his view of the permission given the contractors to run their steamers direct between New York and Havana, "by which they were relieved from the necessity of stopping at the intermediate ports of Charleston and Savannah, without requiring from them any compensatory benefit in increased service on other portions of their route." All the first part of the correspondence accompanying the Postmaster General's letter consists of letters on this subject between the department and the postmasters, and others at Charleston and Savannah; and it will be seen that the latter recommend the change. Besides, the Postmaster General says it "was granted with a view *to afford greater despatch to the through mails, and has served* a good public purpose in expediting those mails." These would seem to be good reasons for making the change, without supposing that "compensatory" service would also be expected from the contractors.

Points.

It will be seen from all the facts in relation to this claim for reasonable compensation for additional mail service—

1. That the additional service was commenced on the *direct* line from New York to Chagres and back, in the sumemr of 1851, and that the mails were received on board on the ground distinctly stated in Mr. Law's letter to the department of the 21st of July, 1851, viz: that the company would perform the additional service, "in the confident expectation that a sense of justice would induce Congress to make such further provision as might be considered a suitable compensation for it."

2. That in 1852, when the direct line was run between New Orleans and Chagres, these positions were renewed by the company, and when the department assumed an attitude that was at first understood to preclude the company from seeking compensation for the additional service from the justice of Congress, they declined the arrangement to carry the mails; but subsequently, under the explanatory letter from the department to Mr. Aspinwall, of the 14th of June, 1852, which was understood to admit as a part of the arrangement the position

of the company to submit the matter of additional compensation "entirely to the decision of Congress," without "any intention to hold the department liable, directly or indirectly," and without expecting it to "join in" any application to Congress for such compensation, the mails were received on board, and the arrangement continued until the line was withdrawn.

3. That for the intermediate, or weekly service, began in March, 1853, and terminated in June of the same year, to which the greater portion of the letter of the Postmaster General and the correspondence accompanying it refer, no additional compensation is claimed by the company.

4. *That all the additional mail service for which compensation is claimed has been actually performed, and has been so performed with the distinct understanding on the part of the company that the whole question of compensation therefor should be submitted to the judgment and justice of Congress.*

For the trustees under the contract, and for United States Mail Steamship Company,

EDWIN CROSWELL.

Correspondence not specially referred to.

POST OFFICE, *New York, April* 14, 1852.

SIR: The enclosed advertisement is the first that has appeared in three months, in relation to steamers for Chagres direct.

Am I to consider the instructions to make up mails for the steamers of the 11th and 26th still in force?

Respectfully, your obedient servant,

WILLIAM V. BRADY,
Postmaster.

Hon. N. K. HALL,
Postmaster General, Washington, D. C.

Suggestion of new schedule, made by M. O. Roberts to the Postmaster General April 14, 1852.

DIRECT.—To sail from New York on the 5th and 20th, and return direct to New York.

VIA HAVANA.—To sail from New York (as at present) on the 9th and 24th, except when those dates happen to be Sunday, and then to sail on the day following or preceding, as may be agreed.

POST OFFICE DEPARTMENT, *April* 15, 1852.

SIR: In answer to your letter of the 14th instant, I have to say, that if the contractors resume their running on the 11th and 26th of the month for Chagres and San Francisco, you will make up and send mails by the direct steamers on said days, as heretofore under the original order.

We have a memorandum from the company, handed in yesterday by Mr. Croswell, proposing the 5th, 9th, 20th, and 24th of each month as the future days of sailing from New York; these ships to connect with the *way* and *direct* steamers, on the other side, regularly for San Francisco. Will this be a good arrangement?

I am, very respectfully, your obedient servant,

N. K. HALL.

WM. V. BRADY, Esq.
Postmaster, New York, N. Y.

POST OFFICE, NEW YORK,
April 17, 1852.

SIR: Yours of the 15th came duly to hand. In answer, I have to report, that in an interview with Mr. Roberts this day, he informs me that the trip of the "Illinois" for the 26th instant will be made (connecting with the "Golden Gate" on the Pacific side) for the purpose of seeing in how short a time they can run through. Unless otherwise instructed, I shall, therefore, make up and despatch a mail for the "Illinois." Mr. Roberts also informs me that the steamers of 5th and 20th will be direct steamers, forming a connexion with the steamers on the other side, and he anticipates running through in eighteen days. Those of the 9th and 24th will be *via* Havana, this side, and touch at San Diego, Monterey, &c., on the Pacific; thus making four mails per month—in my opinion, a very excellent arrangement.

Very respectfully, your obedient servant,

WM. V. BRADY, *Postmaster.*

Hon. N. K. HALL,
Postmaster General, Washington, D. C.

POST OFFICE, NEW YORK,
April 28, 1852.

SIR: Permit me to refer you to my letter of the 17th instant, an extract from which I hereto annex:

"Mr. Roberts also informs me that the steamers of the 5th and 20th will be direct steamers, forming a connexion with the steamers on the other side, and he anticipates running through in eighteen days, and thus making four mails per month—in my opinion, a very excellent arrangement."

At our interview, Mr. Roberts informed me he was ready to commence service at any time after May 1.

Have the kindness to give this your immediate attention, and, if you agree with me, please send the necessary department instructions.

Respectfully, your obedient servant,

WM. V. BRADY, *Postmaster.*

Hon. N. K. HALL,
Postmaster General, Washington, D. C.

POST OFFICE DEPARTMENT,
April 29, 1852.

SIR: In answer to your letter of the 28th instant, I have to say that the department waits only for the formal proposition of the contractors as regards the schedule of departures from New York to Chagres before acting in the matter. The department is ready to adopt the schedule suggested.

I am, respectfully, your obedient servant,

N. K. HALL.

WM. V. BRADY, Esq.,
Postmaster New York, N. Y.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, April 30, 1852.

SIR: Referring to your letter of the 9th instant, and to my reply of the following day, I have now the honor to inform you that the steamers of this line will, for the present, leave New York for Aspinwall, Navy bay, on the following days, viz:

For Aspinwall direct, or *via* Jamaica, on the 5th and 20th of each month, to return direct to New York.

The direct line to Aspinwall will touch at Kingston, Jamaica, for coals, either on the outward or homeward passage, until the depot now in progress of construction by the company at Aspinwall shall be completed, which will be in about a month, when our supply of coals will be obtained there, and the necessity of touching at Kingston obviated. As soon as these arrangements are completed, the department will be advised.

The line between New York and New Orleans, touching at Havana, will leave here on the 9th and 24th of each month, and returning leave New Orleans on the 10th and 25th. A steamer connecting with this line will run between Havana and Aspinwall, and will connect also at Havana with the Isabel to and from Charleston.

In both cases the departure from Aspinwall homeward will be made as soon as possible after the receipt of the Pacific mails.

The steamer of the 26th, from New York, will, for the present, be discontinued, and the advertisements naming that date will be altered.

With regard to increased mail facilities between New York and San Francisco, about which some conversation has been had with the department, it is Mr. Law's intention to visit Washington at an early day, for the purpose of conferring with you on the subject. Mr. Law having been detained here in consequence of ill health, has been prevented from giving the subject as early attention as he had intended.

* * * * * * * * * *

I am, sir, very respectfully, your obedient servant,

M. O. ROBERTS.

Hon. N. K. HALL,
Postmaster General, Washington.

POST OFFICE, NEW YORK,
May 3, 1852.

SIR: Yours of the 29th April came duly to hand, in relation to the new schedule for California steamers.

I directed Mr. Jenkins to enclose it to Mr. Roberts, and say to him it was desirable that the arrangement should be consummated as soon as practicable. I herewith hand you his reply.*

If the proposition submitted by Mr. Roberts to you on the 30th April meets your approbation, will you be kind enough to instruct me by telegraph on the 4th instant, and as early as possible, whether I shall make up a mail per "Crescent City" on the 5th instant?

Respectfully, your obedient servant,

WM. V. BRADY, *Postmaster.*

Hon. N K. HALL,
Postmaster General, Washington, D. C.

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* Returned as requested in writing thereon.—H. K.

POST OFFICE DEPARTMENT,
May 4, 1852.

SIR: Your letter of yesterday, (enclosing the note from Mr. Roberts of same date, herewith returned,) and Mr. Roberts's letter of 30th ultimo to me, in regard to this proposed schedule for the New York and California mails, both came to hand this morning.

Mr. Roberts proposes to take mails by the direct steamers from New York on the 5th and 20th, and by the Havana and New Orleans line on the 9th and 24th of each month. You will therefore be pleased to make up and send mails accordingly, commencing to-morrow, as requested in my telegraphic despatch to you of this morning.

I am, respectfully, your obedient servant,

N. K. HALL.

WILLIAM V. BRADY, Esq., *Postmaster, New York.*

WASHINGTON, D. C., *May* 17, 1852.

SIR: The change in the days of departure of the direct steamships from New York to Aspinwall, proposed in your letter of the 4th instant, from the 11th and 26th to the 5th and 20th of each month, should doubtless be made. The expedition between San Francisco and Panama has, at great expense to the Pacific Mail Steamship Company, been increased about 33⅓ per cent., and it is necessary that the New York ships should be at Aspinwall six days earlier than heretofore, so as to take off the mails immediately on their arrival from the Pacific to that place, and enable the speed gained on the Pacific to be realized in a correspondingly earlier receipt of them at New York. It is necessary also to insure a like despatch of the mails to San Francisco, without detaining the ships at Panama. But there is a condition annexed to the proposed change, viz: that the mails which shall be sent by the Havana line, and which leave New York on the 9th and 24th, shall also be taken directly up the Pacific on their arrival at Panama. This I can satisfactorily show would be injurious to the contractors and the mail service.

It will require the running of another separate and distinct line, which you propose to have done without any additional compensation. It is true a second line is now run voluntarily, but it is auxiliary only to the first one. It supplies the intermediate offices, and relieves the ships of the first line from all detention at way ports, aiding them thereby to perform the greater expedition; and it is run in such connexion with the first line, that whenever the travel falls off it may be suspended for the trip or discontinued. But to carry out the condition coupled with the proposed change, the line established for that purpose would have to run, whether there should be any travel to support it or not. This would be a most hazardous arrangement for the proprietors to undertake under a proposition to receive nothing for mail pay, when the cost of the round trip will average about $60,000.

By this arrangement the Havana line would have to take all the *through* mails from San Francisco and beyond, which are collected at and despatched from Charleston, Savannah, and New Orleans; and these *through* mails would have to go up the Pacific in this second slow line; at present they are transferred to the fast line on the Isthmus, where they arrive at the same time that the mails by the direct boats do, by reason of starting sooner from the Atlantic ports. They are now some three or four days longer in their transit; but the arrangement proposed would add to that some six days more, at least, in consequence of the slower running of the second line up the Pacific. This would not fail to produce loud complaint.

Still, the expedition that the change to the 5th and 20th will secure is, I know, necessary to satisfy the public, and to carry out the objects contemplated by a certain provision in the act of 1851. But when the direct ships leave New York on the 5th and 20th, those via Havana should leave on the 1st and 16th, *unless a different and far better plan be adopted*, one, which will send the Charleston and Savannah mails to San Francisco in the same number of days as those of New York, and will take those from New Orleans in four days less time; making, in the latter case, a gain of seven or eight days in expedition over the other arrangement—a great improvement, certainly, and one that will be highly appreciated, considering the importance of the New Orleans mails to the Pacific, and that fourteen States, besides the Territories, are directly interested in them. That plan is to allow the United States Mail Steamship Company to run to Aspinwall direct from New Orleans, instead of from Havana, and send the Charleston and Savannah mails overland to New Orleans, to be conveyed thence with the New Orleans mails to the Isthmus. There can be no doubt of the competency of the executive authority so to arrange it now, since the passage of the act of 1851. If this change were ordered, the departures from New Orleans might be fixed for the 9th and 24th of each month. At first, to avoid risks of disconnexion, it would doubtless be best to name the 7th and 22d in the schedules.

I might add, that the weight of the bags could be taken and reported by the mailing postmasters, and thus save all delay on that score at Panama; for, from assurances given me by the present minister to this country from New Granada, I have no doubt that his government would be entirely willing, on proper representations being made, to take such weighing and dispense with any on their part.

This, in conjunction with the mail bills in which the postmasters enter the number of all the bags sent and received, would the better enable you to dispense with the mail agents on the line, whose services on board the ships are performed through the agency of the officers and hands of the ship, and could, under the responsibilities which the department demands of the contractors, be as well performed without the superintendence of the agent as with it.

This reform would result in a saving to the department of more, I suppose, than $10,000 per annum, which could be applied at once to a great and most anxiously desired improvement in the California mail service, by employing a way line of mail steamers to supply, not only Monterey and San Diego, but San Luis Obispo, Santa Barbara, and San Pedro, from which Los Angeles and every other point in southern California could be promptly and frequently supplied, instead of being left almost entirely destitute of service under their present half-monthly and most dilatory land mails. This would enable the main line to San Francisco, at all times, to save from one to two days, by not stopping to deliver mails at San Diego and Monterey.

Submitting these views to the better judgment of the Postmaster General, and craving a favorable consideration of them, I have the honor to be, most respectfully your obedient servant,

WM. H. ASPINWALL, *President.*

Hon. N. K. HALL, *Postmaster General.*

POST OFFICE DEPARTMENT, *May* 18, 1852.

SIR: Your letter of yesterday, in answer to mine of the 4th instant, and suggesting certain changes in the service between New York, &c., and San Francisco, is received.

By reference to my letter, you will observe that the proposition to change the days of departure of the direct steamers between New York and Aspinwall, from

the 11h and 26th to the 5th and 20th of each month, comes from the United States Mail Steamship Company, and not, as it would appear by your letter, from the department. I supposed it was by a mutual understanding between the two companies that this change in the running of the *direct* steamers was proposed, and that the principal object was to advance the interest of the respective companies, by offering improved facilities to passengers, as well as to the through mails. I was given to understand, both by Mr. Croswell in conversation, and the postmaster of New York by letter, that in proposing this change it was the intention to have four mails a month to San Francisco—two from New York on the 5th and 20th, via Kingston; and two via Havana, on the 9th and 24th. In his letter of the 17th of April the postmaster of New York says: "Mr. Roberts also informs me that the steamers of the 5th and 20th will be direct steamers, forming a connexion with the steamers on the other side, and he anticipates running through in eighteen days. Those of the 9th and 24th will be via Havana, this side, and touch at San Diego, Monterey, &c., on the Pacific, thus making four mails per month—in my opinion, a very excellent arrangement."

Under these circumstances, I gave my assent to the change, with the understanding, of course, hitherto existing, that there was to be no additional expense for these additional trips.

Your suggestions relative to further changes in the service this side of the Isthmus will be carefully considered. I take it for granted, however, that on this point the United States Mail Steamship Company will also address the department before any action in regard to it is taken here.

I have called on the Hon. Mr. Gwin for his views as to the expediency of your being permitted to omit San Diego and Monterey from your main line, in accordance also with your suggestion, on condition of your supplying those offices and others named by you as being on the route, by a regular coasting line of steamers from San Francisco, without change of pay. Of course, I should not feel myself justified in making this change except on some such condition.

I am, very respectfully your obedient servant,

N. K. HALL.

WM. H. ASPINWALL, Esq.,
President Pacific Mail Steamship Company, New York, N. Y.

POST OFFICE DEPARTMENT, *June* 3, 1852.

SIR: Enclosed please find a copy of the letter from the Secretary of the Navy in answer to my note of the 1st instant, transmitting to him a copy of my letter to you of the 31st ultimo, in regard to the proposed change of arrangement on the New York and California lines.

I am, very respectfully, your obedient servant,

N. K. HALL.

WM. H. ASPINWALL, Esq.,
President Pacific Mail Steamship Company, New York.

PACIFIC MAIL STEAMSHIP COMPANY,
New York. June 7, 1852.

SIR: I have the honor to inform you that I have not been able, oiwng to the continued absence of Mr. Law, to return to you the schedules of running under the recent proposition made to the department and confirmed by your recent letter.

Our agents have been apprised of the change, and will be governed by our recent orders.

I hope to-morrow to forward the schedules to you.

With high respect, your obedient servant,

WM. H. ASPINWALL, *President.*

Hon. N. K. HALL,
Postmaster General.

PACIFIC MAIL STEAMSHIP COMPANY,
New York, June 8, 1852.

SIR: Mr. Law returned to the city last evening. He does not regard the department's letter of May 31 as conforming, in some particulars, which he will explain, to the joint letter we addressed to you on the 25th May.

I have the honor to refer you to him for further particulars, and will defer, until otherwise instructed, any instructions to our agents with reference to the change.

With high respect, your obedient servant,

W. H. ASPINWALL, *President.*

Hon. N. K. HALL,
Postmaster General.

POST OFFICE DEPARTMENT, *June* 10, 1852.

SIR: Your letter of the 8th instant is received, declining to carry out the arrangement between New York and Aspinwall, and New Orleans and Aspinwall, contemplated by the conditional order of the 31st ultimo, on the ground, as it is understood, that the Secretary of the Navy and Postmaster General will not hold themselves liable, either directly or indirectly, for any additional expense in the matter. In order, therefore, that no time may be lost in making the existing arrangement better known to the public, I enclose a schedule blank, which you will be pleased to fill with the proper dates of arrival and departure at the several points named, and return at your earliest convenience.

The postmaster of New York will be instructed to forward no California mails by the irregular steamers, except with positive assurance that they will go forward from Aspinwall and Panama without delay, and without additional expense to the department.

I am, respectfully, your obedient servant,

W. H. DUNDAS.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York.

POST OFFICE DEPARTMENT, *June* 10, 1852.

SIR: Your letter of the 8th instant came to hand yesterday. To-day we have received from Mr. Law a letter declining to carry out the arrangement contemplated by the conditional order of the 31st ultimo, on the ground, as it is understood, that the Secretary of the Navy and the Postmaster General will not hold themselves liable, either directly or indirectly, for any additional expense in the matter.

In order, therefore, that no time may be lost in making the existing arrangement better known to the public, I enclose a schedule blank, which you will be pleased to fill with the proper dates of arrival and departure at the several points named, and return at your earliest convenience.

The postmaster of New York will be instructed to forward no California mails by the irregular steamers, except with positive assurance that they will go

forward from Aspinwall and Panama without delay, and without additional expense to the department.

I am, very respectfully, your obedient servant,

W. H. DUNDAS.

WM. H. ASPINWALL, Esq.,
President Pacific U. S. S. Co., New York, N. Y.

NAVY DEPARTMENT, *June* 12, 1852.

SIR: I have the honor to enclose herewith copy of a letter* addressed to this department by George Law, esq., president of the United States Mail Steamship Company, in relation to the decisions of the Postmaster General and the Secretary of the Navy of the 1st and 2d instant, and to ask whether it is the intention of the Post Office Department to make any further change in the mail line between New York and New Orleans, and between New Orleans and Aspinwall.

I am, very respectfully, your obedient servant,

WILL. A. GRAHAM.

Hon. N. K. HALL,
Postmaster General.

PACIFIC MAIL STEAMSHIP COMPANY,
New York, June 12, 1852.

SIR: I have the honor to acknowledge receipt of your favor of 10th instant, and much regret that the want of a proper understanding should prevent the arrangement being carried out which is obviously so much for the interest and credit of all concerned.

We have dates this morning which are only twenty-six days old from San Francisco, and eleven days old from Panama; and this, too, although the Oregon, on her way from San Francisco to Panama, touched at three way ports.

On the other hand, I observe that the mail steamers which left Panama for San Francisco on the 27th ultimo with the mails hence of 9th (say 10th, the 9th being Sunday) ultimo, took also dates from New York of the 15th ultimo, say five days later than those by the mail, owing to the zigzag of the latter *via* Havana; and I do not see how it will be possible to prevent mail matter going by express men, who overtake the mail in this manner at Panama. We use every possible diligence in preventing mail matter going up from Panama in the steamers, and cannot discover that any does go; but as we know it does go from here, we cannot doubt it is smuggled on board as baggage in trunks, &c.

Our schedule will be the same on the Pacific whatever be done on this side of the Isthmus, viz: we leave Panama on the arrival of the Atlantic mails, and leave San Francisco for Astoria on arrival of the same mails at the former place. Our days of departure from San Francisco are the 1st and 16th of each month—our Oregon boat leaving Astoria in time to connect at San Francisco on these days, except when prevented by unavoidable accident, or by weather.

I will again see Mr. Law, and endeavor to have him explain his meaning so that you may understand it.

Very respectfully, your obedient servant,

WM. H. ASPINWALL, *President.*

Hon. N. K. HALL,
Postmaster General.

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*MEM—Letter referred to is substantially the same as addressed to the Postmaster General by Mr. Law on 8th June, 1852.

POST OFFICE DEPARTMENT, *June* 14. 1852.

SIR: Your note of the 12th instant, enclosing the copy of a letter from George Law, esq., in relation to the late conditional order for a change of arrangement on the New York, New Orleans, and Chagres line, and asking whether it is the intention of the Post Office Department to make any further change in said line, is received.

In answer, I have the honor to inform you that the proposition for the change contemplated by the order referred to having come from the United States Mail Steamship Company, and that company, by Mr. Law's present letter, having declined to carry the arrangement into effect, on the ground, as it is understood, that the Secretary of the Navy and Postmaster General will not agree to submit the matter to Congress hereafter upon a question of increased compensation, it follows, as a matter of course, that until further order the line will continue unchanged.

For the information of the Navy Department, I take the liberty of enclosing a copy of Mr. Law's letter to this department of 21st July, 1851, referred to in his letter to you of the 10th instant.

I am, very respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

Hon. W. A. GRAHAM,
Secretary of the Navy, Washington, D. C.

POST OFFICE DEPARTMENT, *June* 14, 1852.

SIR: Your letter of the 12th instant is received.

In his letter of the 8th instant Mr. Law says: "Upon the terms and conditions prescribed in the letters from the Post Office and Navy Departments of the 1st and 2d instant, I do not consider it compatible with the interest of this company to carry out the proposed arrangement," &c.

It is not perceived that the order, as made, differs from Mr. Law's proposition essentially in any respect, except it be in the fact, that the Secretary of the Navy and Postmaster General decline to be responsible, either directly or indirectly, for any additional expense in the matter; in other words, that they decline to join in submitting the subject to Congress hereafter, upon a question of increased compensation to the company. If the matter must be submitted to Congress, would it not be advisable that it be done at once?

I am, respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

WILLIAM H. ASPINWALL,
President Pacific M. S. S. Co., New York, N. Y.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
June 15, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant.

The impression of the department that this company declines to carry out the proposition for such increased service as shall be required for direct mails between New York and Aspinwall, New Orleans and Aspinwall, and New York and New Orleans, *via* Havana, each twice a month, "on the ground that the Secretary of the Navy and the Postmaster General will not hold themselves lia-

ble, either directly or indirectly, for any additional expense in the matter," is not, as the case is understood by the company, the actual attitude in which the matter stands.

In my letter to the department of the 21st July, 1851, embodying this proposition, it was alluded to as an experiment intended to meet the public wants, and a general demand for increased mail facilities between the Atlantic and Pacific portions of the United States beyond the stipulations of the existing contract, which being voluntary on our part, and requiring the employment of several additional steamers, we claimed the right, should it prove too onerous and expensive to the company, to discontinue, and to return to the existing schedule upon giving the department one month's notice.

In relation to compensation, I said: "Still, desirous of promoting to the utmost the interest and convenience of the public, we are entirely willing to perform the additional service, in the confident expectation that a sense of justice will induce Congress to make such further provision as may be considered a suitable compensation for it."

This was the basis of the recent renewal of the proposition in the joint letter of the 25th May last. But the tenor of the letters of the Secretary of the Navy and the Postmaster General of the 1st and 2d instant seems to admit of an interpretation beyond a determination not to hold themselves liable, directly or indirectly, for any additional expense. It seems to preclude the idea of any application hereafter, on the part of this company, to Congress, for any additional compensation, whatever may be the additional performance of mail service, and to be a distinct negative by the departments, to which we become parties, upon anything additional that Congress may deem it just and expedient to allow. It seems also to preclude the right on the part of the company to go back to the schedule under the contract.

While it has not been the intention of this company to hold either of the departments liable, directly or indirectly, for any additional mail service beyond the conditions of the contract, but to perform it, subject entirely to the decision of Congress, I desire respectfully to say that I do not feel authorized to place the company in a position that would preclude it from applying for or accepting such additional allowance as, in the judgment of Congress, might be considered equitable.

By the terms of the contract for running between New York and New Orleans, Havana and Chagres, twice each month, we stipulate to employ five steamships in the performance of the mail service, two of them being spare ships. The proposed service will require six steamers in constant service, and three spare ships. We were entirely willing to make the trial, and to continue the service, if it should prove as advantageous to the public as was supposed, and the business of the company would justify the increased expenditure to which it would be subjected; but if it should not, or if Congress should not regard it of sufficient importance to pay such compensation as would enable the company to perform the additional service without loss, the company reserved the right to return to the former schedule, viz: twice a month between New York and New Orleans, and twice a month between Havana and Aspinwall. In such case, it was also the intention to give the Postmaster General due notice, one month being thought sufficient for that purpose.

Upon this basis the company is prepared to enter at once upon this arrangement, to carry it out to the best of its ability, and to contribute, to the extent of its means, to the mail facilities between New York and California.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW,
President.

Hon. N. K. HALL,
Postmaster General.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 16, 1852.

SIR: Since my letter of yesterday, addressed to the Postmaster General, was written, I have been favored with a copy of Mr. Aspinwall's letter to the Postmaster General of the 12th instant, and the reply of the department of the 14th instant.

I perceive by the reply that we have given a construction to the letters of the Secretary of the Navy and the Postmaster General, addressed to me, different from that given by the departments themselves. Upon the basis of my letter of yesterday, which seems to be in accordance with the reply of the department to Mr. Aspinwall of the 14th instant, we are prepared to enter at once upon the proposed arrangement, and to try it in accordance with the enclosed schedule.

The change of day for leaving New York for New Orleans (as will be seen by the schedule) is made for the purpose of enabling the mails to reach New Orleans before the departure of the mail steamers from that port to Aspinwall, by which the mails and shippers will have the advantage of two routes, to send letters and duplicates by one route if not sent by the other. It will also afford a partial remedy, should any accident happen to the direct line from New York to Aspinwall.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW,
President.

Hon. W. H. DUNDAS,
Acting Postmaster General.

United States Mail Steamship Company, assignees of A. G. Sloo, contractor. Proposed time schedule, as per letter 15th of June, 1852.—*New York and Aspinwall line.*

Leave New York on the 5th and 20th of each month;
Arrive at Aspinwall about the 14th and 29th of each month.
Returning, leave for New York on the arrival of the Pacific mails at Aspinwall.

New York and New Orleans line, (touching at Havana each way.)

Leave New York on the 12th and 27th of each month;
Arrive in New Orleans about the 22d and 7th of each month.
Returning, leave New Orleans on the 11th and 29th of each month, and arrive in New York about the 21st and 6th.

New Orleans and Aspinwall, direct line.

Leave New Orleans on the 7th and 22d of each month;
Arrive at Aspinwall about the 14th and 29th of each month.
Returning, leave Aspinwall on the arrival of the Pacific mails.

POST OFFICE DEPARTMENT, *June* 16, 1852.

SIR: William H. Lord is appointed agent to take charge of the mails out to California on the next regular trip. * * * * *
His letter of appointment states that he will leave New York on the 20th instant, as, at the time it was written, it was expected the late order for a change of schedule on the line would be carried into effect. Mr. Law, however, having

signified his unwillingness to agree to the conditions of said order, the old arrangement will continue, and Mr. Lord will leave on the 24th of this month.

You will not send any mails on the 20th, unless the contractors give assurance that they will go through without delay, and without additional expense to the department. Nothing can be gained by sending out mails to remain at Aspinwall or Panama until the arrival of the mails by the Havana line, leaving New York four days later.

I am, respectfully, your obedient servant,

W. H. DUNDAS,
For Postmaster General.

WILLIAM V. BRADY, Esq.,
Postmaster, New York, N. Y.

POST OFFICE DEPARTMENT, *June* 18, 1852.

SIR: Your letters of the 15th and 16th instant, respectively, are received.

In reply, I have to say that, so far as this department was concerned—and the same, we have no doubt, is true of the Navy Department—it was not the intention to hold your company to the proposed arrangement, after a fair trial, should the change be found to operate disadvantageously to either party. It is therefore understood that, should it be found for the interest *either* of the company or *the government* to return to the existing arrangements, this *may be done*, as you propose, *on a month's notice by one party to the other;* and the change may take effect *from and after the 5th of next month.* Please state the probable days of arrival at New York and New Orleans by the direct steamers.

We will prepare the advertisement of the schedule, so that it may be published in the newspapers here as early as Tuesday morning next, adopting the days for both lines named in the schedule accompanying your letter of the 16th instant.

The Secretary of the Navy will be advised to-day of the substance of this letter, that he may also address you on the subject.

I am, very respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

GEORGE LAW, Esq.,
President U. S. Mail S. S. Co., New York, N. Y.

POST OFFICE DEPARTMENT, *June* 18, 1852.

SIR: Herewith I have the honor to enclose copies of two letters, one bearing date the 15th and the other the 16th instant, received to-day from George Law, esq., relating to the proposed change on the New York, New Orleans, and Chagres line.

The letter from this department to Mr. Aspinwall, of the 14th instant, referred to by Mr. Law, is in substance the same as the one I had the honor of addressing to you of same date.

It now appears that Mr. Law is ready to carry out the arrangement contemplated by the order of the 31st ultimo, provided his company can be at liberty to return to the existing arrangement, on giving the department one month's notice, if, on a fair trial, the proposed plan shall be found to operate unfavorably to their interest. He proposes, however, to change the days on the Havana line, to leave New York on the 12th and 27th, instead of the 9th and 24th, of each month, and to leave New Orleans on the 11th and 26th, instead of the 10th and

25th, which change, on the part of this department, is assented to as a part of the arrangement; and Mr. Law is also further advised that, should it be found for the interest either of the company or the government to return to the existing arrangement, the same may be done as he proposes, on one month's notice by one party to the other, the change to take effect from and after the 5th of next month.

Should you concur in the modifications above mentioned, you will have the goodness to inform Mr. Law thereof at your earliest convenience.

I am, very respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

Hon. WILLIAM A. GRAHAM,
Secretary of the Navy, Washington, D. C.

POST OFFICE DEPARTMENT, *June* 18, 1852.

SIR: Mr. Law has signified his willingness to carry out the arrangement on the New York, New Orleans, and Chagres line, contemplated by the order of the 31st ultimo, with the understanding that, if found on a fair trial to work unfavorably to their interest, they shall have the right, on giving one month's notice, to return to the existing arrangement. He also proposes to leave New York, on the Havana line, the 12th and 27th of each month, instead of the 9th and 24th; and New Orleans the 11th and 26th, instead of the 10th and 25th. These modifications are assented to by the department, (with this additional proviso, however, which it is hardly probable will ever have any practical effect,) *that the government retains the right*, also, of *revoking the order on a month's notice*, if, as suggested in your letter of the 25th ultimo, "this plan be found to work disadvantageously."

The change may take effect *from and after the 5th proximo.*

I am, very respectfully, your obedient servant,

W. H. DUNDAS,
For the Postmaster General.

WILLIAM H. ASPINWALL, Esq.,
President Pacific M. S. S. Co., New York, N. Y.

PACIFIC MAIL STEAMSHIP COMPANY,
New York, June 17, 1852.

SIR: I have seen Mr. Law since receiving your letter of the 14th instant, and find, as expected, that he misunderstood your previous letter. I hope that after receiving his letter, which went forward by the last mail, there will be no obstacle in the way of our making a good beginning on the 5th July of the new arrangement.

In answer to the closing inquiry in your letter, I beg leave to suggest that, as this arrangement is to be continuous only in case it is successful, no appeal could be properly made to Congress until the experiment has been tried.

I have the honor to be, with high respect, your obedient servant,

WILLIAM H. ASPINWALL,
President.

Hon. N. K. HALL,
Postmaster General.

POST OFFICE, NEW YORK, *June* 19, 1852.

SIR: In answer to yours of the 16th instant relative to California steamer of the 20th instant, I herewith hand you letters upon that subject from Messrs. W. H. Aspinwall and M. O. Roberts.

I shall reserve all mail matter, therefore, for the steamer of the 24th June.

Respectfully, your obedient servant,

WILLIAM V. BRADY,
Postmaster.

Hon. N. K. HALL,
Postmaster General, Washington, D. C.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP CO.,
New York, June 18, 1852.

SIR: In relation to the direct steamer of the 21st, I presume that our correspondence, and that of Mr. Aspinwall with the department, (not received at the department when Mr. Dundas's letter was written,) was satisfactory, and that the contemplated arrangement for direct mails between New York and Aspinwall, and New Orleans and Aspinwall, will go into early effect.

I agree with the department that "nothing can be gained by sending out mails to remain at Aspinwall or Panama until the arrival of the mails by the Havana line, leaving New York four days later;" and I take it for granted that they will be sent forward by the Pacific Mail Steamship Company without delay; but for an answer in that respect, I beg leave to refer you to William H. Aspinwall, esq., president of the Pacific Company.

Very respectfully, your obedient servant,

M. O. ROBERTS, *Agent.*

P. S.—The 20th falling on Sunday, the Illinois will leave on Monday the 21st, at 2 p. m.

M. O. ROBERTS, *Agent.*

Hon. WILLIAM V. BRADY,
Postmaster, &c.

PACIFIC MAIL STEAMSHIP COMPANY,
New York, June 18, 1852.

SIR: In returning you the letters from the Post Office Department and Mr. Roberts, I write in the expectation expressed by the latter that, after the 24th instant, the mails will be forwarded to California on the 5th and 20th of each month, without detention at Panama.

In the present case, I see no alternative but to detain the mails until the 24th, as our arrangements in the Pacific have not contemplated the despatch of four mail steamers from Panama in each month immediately on arrival there of mails from the Atlantic States.

Very respectfully, your obedient servant,

WILLIAM H. ASPINWALL,
President.

WILLIAM V. BRADY, Esq.,
Postmaster.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 21, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of the 18th instant.

This company is prepared to enter upon the proposed arrangement for the direct line between New York and Aspinwall, and New Orleans and Aspinwall, and the line between New York and New Orleans, *via* Havana, at the period fixed by the department—5th July.

The days of arrival at New York and New Orleans from Aspinwall by the direct line cannot be definitely stated. It will depend upon the arrival of the Pacific steamer at Panama and the mails at Aspinwall, and also upon the state of the weather. Judging from previous running in both oceans, the arrivals at New York direct from Aspinwall will be about the 12th and 27th of each month, and at New Orleans about the 10th and 25th. I give this as an approximate time, as the department will readily perceive that we cannot fix any positive days of sailing, when so much depends upon the arrival of the mails at Aspinwall, and upon the weather.

I am, very respectfully, your obedient servant,

GEORGE LAW, *President.*

WM. H. DUNDAS, Esq.,
Acting Postmaster General.

POST OFFICE DEPARTMENT, *June* 22, 1852.

SIR: Your note of the 19th instant, enclosing letters from Messrs. Roberts and Aspinwall, is received.

It appears the department has been resting under a misconception, to say the least, in supposing the mails sent from your office for California on the 5th and 20th ultimo, and 5th instant, would go forward from Aspinwall and Panama without delay.

In future you will forward no mails for the Pacific except by the regular contract line via Havana, unless you have assurance from the contractors that there shall be no delay in their transmission, and no additional expense to the department attending them.

I am, respectfully, your obedient servant,

N. K. HALL.

WM. V. BRADY, Esq.,
Postmaster, New York, N. Y.

POST OFFICE DEPARTMENT, *June* 22, 1852.

SIR: No reply having been received from Mr. Law to the letter from the department of the 11th instant, the schedule for the proposed change on his line has not been published.

The existing arrangement will continue until further order, and in the mean time the department will consider the propriety of adopting fixed schedules for the coming year, or of submitting the whole matter for the action of Congress.

I am, very respectfully, your obedient servant,

N. K. HALL.

WM. H. ASPINWALL, Esq.,
President Pacific Mail Steamship Company, New York, N. Y.

POST OFFICE DEPARTMENT, *June* 22, 1852.

SIR: No reply having been received to the letter addressed to you under date of the 18th instant, the schedule for the proposed change on your line has not been published.

The existing arrangement will continue until further order, and in the mean time the department will consider the propriety of adopting fixed schedules for the coming year, or of submitting the whole matter for the action of Congress.

I am, very respectfully, your obedient servant,

N. K. HALL.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York, N. Y.

OFFICE OF THE UNITED STATES MAIL STEAMSHIP COMPANY,
New York, June 23, 1852.

SIR: Mr. Aspinwall informs me this morning that you hesitate to carry out the arrangement for direct lines between New York and Aspinwall, and New Orleans and Aspinwall, on the ground that no answer had been received on the 22d instant to the letter of the department of the 18th.

Neither Mr. Law, Mr. Roberts, nor myself supposed that the completion of the arrangement and the publicity of it depended upon any further reply; inasmuch as the proposition had been mutually agreed upon, the schedule of running sent by Mr. Law to the department, and the letter of the department of the 18th having directed that the arrangement go into effect on the 5th of July. But a reply was written by Mr. Law on Monday, the 21st, (the first business day after the letter of the department was received by him,) stating the determination of this company to comply with the arrangement, and to enter upon it on the day named by the department. The letter of the department having been sent from the post office to Mr. Law's house, he did not receive it until Saturday evening, too late for the mail of that day. His reply ought to have been received at the department on the morning of the 22d. Lest it may have miscarried altogether, I take the liberty to enclose a copy of it.

Understanding the arrangement to have been closed, orders were sent out by the Illinois on the 21st to Aspinwall and California, with copies of the new schedule, and by letter and telegraph to New Orleans, to make all the necessary preparations, and announced by advertisement the change of sailing days. Remote agencies elsewhere were also advised of the change, and directed to give immediate and extended publicity to it. It will be impossible to recall these directions in time to prevent serious embarrassment and difficulty, and it would subject us also to loss and public censure.

We have not pressed this arrangement upon the department, but have been willing to make a trial of it, believing it to be for the public convenience and advantage, not holding the department liable for the increased service, but leaving the matter to the future decision of Congress; meanwhile each party being at liberty to discontinue it on a month's notice. Now that arrangement is made and announced, both companies desire to carry it out; and I beg leave respectfully to express the hope that the instructions given by the department for the commencement of the arrangement on the 5th of July may not be recalled.

I have the honor to be, very respectfully, your obedient servant,

E. CROSWELL.

Hon. N. K. HALL,
Postmaster General.

P. S.—Mr. Law would have written had be been at the office to-day.

NEW YORK, *June* 24, 1852.

SIR: I have seen Mr. Law, and he has shown me the copies of the letters he has written on the 21st and 23d instant in reference to the proposed change on his line. It seems the one of the 21st should have been received at the department before I left. The company are now quite anxious to have the arrangement go into effect on the 5th of next month; and unless they hear from you to-day by telegraph before their steamer sails, they will not revoke the instructions which they sent out by the steamer of the 21st.

I presume the matter now stands where the Post Office and Navy Departments intended it should—that is, if the arrangement is carried out, there is to be no obligation on either to favor an application for increased allowance from any quarter whatever. Messrs. Law, Roberts, and Croswell have just stated to me that this is their understanding of the matter; but, if found to work well, *they intend to bring the subject before Congress themselves;* and if allowed *sufficient increased pay*, they will continue the arrangement; *if not, they will return to the old schedule.*

I enclose the schedule and letter sent to Mr. Brady by the company; and from these and the company's letter to the department of the 23d instant, the schedule I prepared may be perfected. It will be seen that in the enclosed the times of arrival at Havana are stated, and these it may be well to insert in the schedule to be published.

Notice in the Washington papers, and short special letters to the postmasters of New York, Charleston, Savannah, and New Orleans, will, I presume, be all that is necessary to be done in order to have the arrangement go into effect on the 5th of July, as proposed.

I have the honor to be, very respectfully,

HORATIO KING.

Hon. N. K. HALL,
Postmaster General.

OFFICE OF THE U. S. MAIL STEAMSHIP COMPANY,
New York, June 24, 1852.

SIR: I have the honor to acknowledge the receipt of your letter of the 22d instant, in which you advise that, no reply having been received to the letter addressed by the department to me under date of the 18th instant, the schedule for the proposed change on this line has not been published, and that the existing arrangement will be continued until further order.

I considered the arrangement as completed under the schedule addressed by me to the department on the 16th instant, the receipt of which was acknowledged by me in the letter from the department of the 18th; and I did not suppose that any reply in relation to the time of the arrival of the direct steamers at New York and New Orleans was necessary to the publication of the schedule, as it could of course be only an approximation. Still a reply was sent the first business day after I received it, it having been sent to my residence in the course of Saturday, the 19th; first seen by me on that evening, and answered on Monday, 21st.

Orders having been sent out by the Illinois on the 21st to Aspinwall and California to conform to the new schedule, and also to New Orleans and other agencies, and the vessels having been advertised, and the arrangements made, it will not be practicable to recall them until the next steamer sails, or to prevent their beginning upon the new schedule. But, if the department desire it, I

will send out instructions by the earliest steamer countermanding the arrangement, and ordering a return to the former schedule.

I have the honor to be, very respectfully, your obedient servant,

GEORGE LAW, *President.*

Hon. N. K. HALL,
Postmaster General.

POST OFFICE DEPARTMENT, *June* 24, 1852.

SIR: I have received your letter of the 23d instant, with enclosure, and have this day ordered the adoption of the schedule proposed for the direct line between New York and Aspinwall, and New Orleans and Aspinwall, and the line between New York and New Orleans, via Havana, to go into effect on the 5th July next.

Notice of this change will appear to-morrow in the papers of this city, and the necessary instructions to postmasters issued immediately.

I am, very respectfully, your obedient servant,

N. K. HALL.

WM. H. ASPINWALL, Esq.,
President Pacific Mail Steamship Company, New York.

POST OFFICE DEPARTMENT, *June* 24, 1852.

SIR: I have received the letter of Mr. Croswell of the 23d instant, and also yours of the 21st instant.

The schedule proposed for the direct line between New York and Aspinwall, and New Orleans and Aspinwall, and the line between New York and New Orleans, via Havana, has been adopted, to go into effect on the 5th of July next.

Notice of this change will appear to-morrow in the papers of this city, and the necessary instructions to postmasters issued immediately.

I am, respectfully, your obedient servant,

N. K. HALL.

GEORGE LAW, Esq.,
President U. S. Mail Steamship Company, New York.

UNITED STATES MAIL STEAMSHIP COMPANY,
New York, August 8, 1854.

SIR: In accordance with the understanding had between this company (as assignees of A. G. Sloo) and the department, in the month of June, 1852, when the present arrangement for transporting the mails on the route between New York, Havana, New Orleans, and Chagres was made, which understanding was that the arrangement might be discontinued upon either party giving to the other thirty days' notice thereof, and the route named in the contract be resumed, (for the particulars of which arrangement I beg to refer you to the letter of the department of June 18, 1852, to George Law, esq., and to Mr. Edwin Croswell's reply thereto of the 23d of the same month,) I beg leave respectfully to inform the department that that part of the arrangement referred to by which a semi-monthly mail *direct* between New Orleans and Aspinwall has been carried for the past two years will be discontinued, commencing with the departure from New Orleans of the 20th of September proximo, and the California mails, to and from New Orleans, will thereafter be carried *via* Havana. The dates of sailing of the steamers running between New York, Havana, and New Orleans will be changed, so as to make the necessary connexions at Havana.

I give you below a schedule of the departures, together with the probable

dates of arrival. The latter can only be approximately given, as they depend both upon the weather and the time of the arrival of the California mails at Aspinwall, viz:

Leave New York for Havana and New Orleans on the 2d and 17th of each month.

Leave New Orleans for Havana and New York (with the California mails) on the 5th and 20th of each month.

Both the above will arrive and meet at Havana on or about the 8th and 23d of each month, and there transfer to a third steamer, to sail thence immediately for Aspinwall, such California mails and passengers as they may have on board. The steamer leaving Havana for Aspinwall may be expected to arrive at the latter port about the 13th and 28th of each month; and in returning will leave Aspinwall as soon as the California mails for New Orleans are on board, and arrive back at Havana by or before the 8th and 23d of each month, or in time to connect with and transfer to the steamers leaving Havana on the dates named the mails and passengers for New Orleans.

This arrangement will enable the New Orleans mails to arrive at and depart from Aspinwall simultaneously with those of New York, and the mails bound into New Orleans will generally reach there about the 11th and 26th of each month.

The direct line of steamers between New York and Aspinwall, sailing from here on the 5th and 20th of each month, will, for the present, be continued as heretofore.

I have notified the company's agent in New Orleans of the proposed change, and have requested him to inform the postmaster there of it.

I have the honor to be, very respectfully, your most obedient servant,

M. O. ROBERTS, *President.*

Hon. JAMES CAMPBELL,
Postmaster General, Washington.

POST OFFICE DEPARTMENT, *September* 4, 1854.

SIR: Your letter of the 8th ultimo was duly received, giving notice of the intention of your company to discontinue, from and after the 20th instant, the present *direct* line between "New Orleans and Aspinwall," which was provided for in the order of May 31, 1852; and that the California mails to and from New Orleans will thereafter be conveyed *via* Havana.

The schedule on the "New York, Havana, and New Orleans line" has accordingly been changed as proposed by you, so as to leave New York on the 2d and 17th, instead of the 12th and 27th of each month, and New Orleans on the 5th and 20th, instead of the 11th and 26th of each month, the steamers from each direction to meet at Havana on the 8th and 23d of each month.

The following schedule has also been ordered for the *direct* line between Havana and Aspinwall, viz:

Leave Havana on the 8th and 23d of each month, after arrival of steamers from New York and New Orleans.

Arrive at Aspinwall on or about the 13th and 28th of each month.

Leave Aspinwall on arrival of the Pacific mails for New Orleans, &c.

Arrive at Havana on or before the 8th and 23d of each month, in time to connect with the steamers for New Orleans and New York.

Your proposition is understood to be that the present semi-monthly lines between "New York and Aspinwall *direct*," and between "New York and New Orleans, *via Havana*," will both be continued as heretofore, the only change being to substitute a direct semi-monthly line between Havana and Aspinwall for the present line between New Orleans and Aspinwall *direct*.

I regret deeply that your company contemplates making any change whatever in the present arrangement, and *especially that the direct semi-monthly line between New Orleans and Aspinwall is to be abandoned.*

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

MARSHALL O. ROBERTS, Esq.,
President of U. S. Mail Steamship Company, New York.

UNITED STATES MAIL STEAMSHIP COMPANY,
New York, September 7, 1854.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, recognizing and approving the schedule of running the ships of this company between New York, Havana, and New Orleans, and between Havana and Aspinwall, as advised in my letter of the 8th ultimo. The change, as you suppose, consists solely in the substitution of the line between Havana and Aspinwall for the direct line between New Orleans and Aspinwall, being a return to the original schedule in precise accordance with the terms and conditions of the existing contract.

I cannot but participate in your regrets that the company have felt compelled to withdraw the direct line between New Orleans and Aspinwall. That line was established, and the large additional service beyond the requirements of the contract with the government undertaken, from a desire to afford all the facilities in our power to the western and southwestern States, not only for a direct intercourse with California, but for the transmission of the mails to and from that section of the Union.

The experiment has been fairly made during a period of more than two years, and has resulted in a monthly loss to the company, and will eventuate in a very large aggregate loss, unless Congress shall direct that a reasonable compensation be paid for the extra mail service which, under the circumstances, we have not hesitated to perform, and which we regret to withhold, but which we do not feel justified in continuing at a large pecuniary sacrifice to the company.

By a computation made from the company's books the losses incurred by running the direct line between New Orleans and Aspinwall, during the single year ending the 30th of June last, amount to an aggregate of more than one hundred and five thousand dollars, exclusive of insurance and wear and tear. If these last two items be added to the actual running losses, the aggregate would reach nearly two hundred thousand dollars.

The department will readily perceive that the very great sacrifice of money necessary to keep up that line has rendered its withdrawal almost, if not quite, an imperative necessity. Nevertheless, if the department desires its continuance, I think that perhaps an arrangement may be effected with the Nicaragua Transit Company, by which half the service might be performed by one of their steamers and the other half continue to be performed by one of this company's ships, and the losses be thus divided. At any rate, if the suggestion meets the approval of the department, I will, at your request, endeavor to make such an arrangement.

I have the pleasure to inform the department that this company have just completed the purchase of the splendid steamship "North Star," of Commodore Vanderbilt, at a cost of $400,000, and that she will sail to Aspinwall with the California mails on the 20th instant.

I am, sir, very respectfully, your most obedient servant,

M. O. ROBERTS, *President.*

Hon. JAMES CAMPBELL,
Postmaster General, Washington.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 31.

IN THE SENATE OF THE UNITED STATES.

MARCH 18, 1864.—Ordered to be printed.

Mr. ANTHONY made the following

REPORT.

[To accompany bill S. No. 38.]

The Committee on Printing, to whom was referred a bill to authorize the settlement of the accounts of A. Bush, late public printer for the Territory of Oregon, beg leave to report:

That it appears that Asahel Bush, late public printer of the Territory of Oregon, asks payment for printing and binding, in the year 1855, five hundred additional copies of the statutes enacted by the legislative assembly of the Territory of Oregon, at its sessions of 1853–'4 and 1854–'5.

By an act of Congress approved August 14, 1848, (Statutes at Large, ix, 323,) "to establish the Territorial government of Oregon," it is declared, (sec. 11,) that "there shall also be appropriated, annually, a sufficient sum to be expended by the secretary of the Territory, and upon an estimate to be made by the Secretary of the Treasury of the United States, to defray the expenses of the legislative assembly, the printing of the laws, and other incidental expenses" of the Territory.

The claimant, Asahel Bush, was, during the years 1853, '54 and '55, public printer for the Territory of Oregon, and by an act of the Territorial legislative assembly, passed January 11, 1854, (Statutes of Oregon, p. 432,) he was ordered to print, annually, one thousand copies of the laws enacted at each session.

The code of laws adopted by the legislative assembly, in addition to the legislation of the session of 1853–'54, formed, when printed, an octavo volume of upwards of five hundred pages. There being at that time no facilities in the Territory of Oregon for publishing such a volume, Mr. Bush brought the manuscript to the city of New York, procured the execution of the work in accordance with the act of the Territorial legislative assembly, and forwarded five hundred copies thereof to Oregon, by express, which were received by the secretary of the Territory. The remaining five hundred volumes he shipped by a sailing vessel to San Francisco, where they were re-shipped on a steamer for Oregon, and were lost by the wrecking of that steamer while on her voyage, in November, 1854.

The Territorial legislative assembly of Oregon, which commenced its annual session in the month of December following the loss of these five hundred volumes, taking into consideration the unavoidable nature and consequent hardship of the loss, passed an act releasing Mr. Bush from his obligation to complete the delivery of one thousand copies, as had been stipulated, with the proviso,

that he should "not receive any pay except for the five hundred copies already delivered."—(Statutes of Oregon, p. 469–'70.)

Having thus released the Territorial printer from prior obligations, the legislative assembly ordered him "to cause to be printed five hundred copies of the laws of a general nature passed at the last and present sessions," (1853–'54 and 1854–'55,) which was done in accordance with the order.

The account of Mr. Bush for the five hundred volumes of the first published volume, which were delivered, has been paid from the treasury of the United States. No account has been, or will be, presented for the remaining five hundred copies, which were destroyed by shipwreck, and which he was not bound to deliver, after the legislative assembly had released him from his obligation.

But when Mr. Bush presented his account for the publication of the second volume, ordered by the second section of the act of the legislative assembly of January 30, 1855, he was only paid for the press-work, paper, and binding, and for the composition of the laws of 1854–'55, from the public treasury. Payment for the composition of the laws of 1853–'54 was refused by the accounting officers of the treasury, for the alleged reason that there was no money appropriated by Congress applicable to such purpose. In the opinion of the Treasury Department, this re-print of the Territorial laws was not legitimately chargeable against the regular appropriation for printing, but became a proper subject for legislative consideration; yet the act of Congress under which the Territory was organized does not warrant this conclusion, as it directs "the printing of the laws," without in any way restricting the power of the legislative assembly as to how often the laws shall be printed. The re-printing of the code and the laws of 1853–'54, of which but five hundred copies were in existence, appears to have been demanded, and the legislative assembly evidently considered themselves empowered to order a second edition

The committee think that the publication of the volume printed in 1855, for which there was, on the 6th day of August, 1856, (according to the statement of Hon. Elisha Whittlesey, then First Comptroller of the Treasury,) a balance of $3,638 20 remaining unpaid, was necessary; that the legislative assembly of the Territory of Oregon was justified in ordering it, and that the work was well performed. Under the legislation by Congress and the Territorial assembly, the claim of Mr. Bush is considered just and equitable, and the passage of the bill referred to the committee to authorize its settlement is recommended

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 32.

IN THE SENATE OF THE UNITED STATES.

MARCH 18, 1864.—Ordered to be printed.

Reported by Mr. WILSON, from the Committee on Military Affairs and the Militia, *adversely*.

IN THE SENATE OF THE UNITED STATES,
February 24, 1864.

Resolved, That the Committee on Military Affairs and the Militia be requested to inquire into the expediency and justice of presenting to the State of Kansas the "Hopkins Battery," captured by the gallant troops from that State at the battle of "Fort Wayne."

Attest:

J. W. FORNEY, *Secretary*.

Letter of Major General J. G. Blunt to Hon. J. H. Lane in relation to the "Hopkins Battery," captured by the second regiment of Kansas volunteers at the battle of Fort Wayne, October 22, 1862.

WASHINGTON CITY, D. C., *February* 2, 1864.

SIR: I have the honor to suggest that the battery formerly known as "Hopkins Battery," now "3d Kansas Battery," be appropriated to the State of Kansas, and that you take such means to secure this as you may think best.

This battery of four guns was captured by the second regiment of Kansas volunteers at the battle of Fort Wayne, Cherokee Nation, October 22, 1862, and was the historic battery commanded by Captain Bragg—now General Bragg, of the rebel service—at the battle of Buena Vista. It has now become unserviceable to such an extent that its place is to be supplied by a new battery; and while it will be of little service or value to the ordnance department of the government, yet, as a trophy captured by Kansas troops, it will be very desirable that the State should possess it. Hence I make this suggestion.

I am, very respectfully, your obedient servant,

JAMES. G. BLUNT,
Major General United States Volunteers.

Hon. J. H. LANE,
United States Senate.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 33.

IN THE SENATE OF THE UNITED STATES.

MARCH 24. 1864.—Ordered to be printed.

Mr. HARLAN submitted the following

REPORT.

The Committee on Public Lands, to whom was referred the "resolution of the legislature of Kansas in favor of a grant of lands to said State in lieu of the sixteenth and thirty-sixth sections of the public lands sold for the benefit of certain Indian tribes," have had the same under consideration, and respectfully report:

That the memorialists state that great injustice has been done to the State of Kansas by the sale of the sixteenth and thirty-sixth sections of certain public lands within said State for the benefit of certain Indian tribes, to the great prejudice of the educational interests of said State, depriving the people therein of what is justly their birthright, and pray Congress to grant to said State, in lieu of the sixteenth and thirty-sixth sections of the lands thus sold, other lands equal to those so sold, to be selected from any surveyed land of the United States within said State.

The memorialists doubtless refer to the survey and sale of Indian reservations located within the exterior boundary of the State of Kansas previous to the organization of the Territorial government, in which sale the sixteenth and thirty-sixth sections were not reserved for the use of public schools in said State.

The committee find, by reference to the law establishing a Territorial government for said Territory, the following provision in relation to Indian reservations within its limits: "But all such territory shall be excepted out of the boundaries, and constitute no part of the Territory of Kansas."

The act for the admission of Kansas into the Union contains the following provision: "*Provided*, That nothing in the said constitution respecting the boundary of said State shall be construed to include any territory which, by treaty with such Indian tribe, is not, without the consent of said tribe, to be included within the territorial limits of any State or Territory; but all such territory shall be excepted out of the boundaries, and constitute no part of the State of Kansas, until said tribe shall signify their assent to the President of the United States to be included within said State, or to affect the authority of the government of the United States to make any regulation respecting such Indians, their lands, property, or other rights, by treaty, law, or otherwise, which it would have been competent to make if this act had never passed."

By reference to treaties between the United States and said Indian tribes ratified before the passage of the Kansas organic act, it will be seen that said Indian reservations were sold and conveyed to said Indian tribes in fee simple; and therefore ceased to be a part of the public lands or property of the United States

As these lands, by express stipulation of the organic act, were no part of the Territory of Kansas, and by provision in the act for the admission of Kansas as a State were excepted from and declared to be no part of said State, and by treaty stipulations ceased to be public lands of the United States, and became the property in fee simple of other nationalities before said Territory was organized, and, of course, before said State had an existence, it is manifest that the grant of the 16th and 36th sections in each township of public lands "*in said State*" did not include any part of said Indian reservation; and therefore that no injustice could have been done to the State of Kansas by their subsequent sale.

Your committee therefore recommend that the prayer of the memorialists be not granted.

38TH CONGRESS, 1st Session. | SENATE | REP. COM No. 34.

IN THE SENATE OF THE UNITED STATES.

MARCH 24, 1864.—Ordered to be printed.

Mr. HARLAN made the following

REPORT.

[To accompany bill S. No. 149.]

The Committee on Public Lands, to whom was referred Senate bill 149, *"Granting lands to the State of Oregon to aid in the construction of a military road from Portland to Dalles City," having carefully examined the subject, respectfully report:*

That grants of land heretofore made by Congress to aid in the construction of railroads, wagon roads, and canals, and for the improvement of rivers, have uniformly been confined to the vicinity of the line of such roads and canals, and the vicinity of said rivers, within certain specified limits, and usually in alternate sections of the public lands not sold or otherwise disposed of. These grants also usually contain a provision increasing the minimum price of the remaining sections of unsold public lands within said specified limits, on each side of the line of the proposed improvement to double the previous minimum rate.

Your committee do not doubt that Congress has been influenced to make these grants of alternate sections of the public lands, to aid in the construction of these public works in the new States, greatly by the consideration that the completion of such works through the public domain would increase the value and induce the more rapid sale of the remaining public lands within their vicinity.

The bill under consideration proposes a grant of two hundred thousand acres of public lands within the State of Oregon, to be selected by said State subject to the approval of the Secretary of the Interior, to aid in the construction of a military or wagon road from some point on the Willamette river, near Portland, to Dalles City, on the Columbia river. It contains none of the usual conditions of similar grants, except requiring a faithful application of the proceeds of the sale of said lands to the prosecution of said work as the same may progress.

Without, therefore, expressing any opinion in relation to the probable utility of said proposed road for military and other purposes, as your committee perceive no reason for the application of the public lands for this purpose that would not apply with equal force in favor of a grant of lands for any other work of public utility that would not enhance the value, or induce the more speedy sale of the remaining public lands, they recommend that the bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 35.

IN THE SENATE OF THE UNITED STATES.

MARCH 25, 1864.—Ordered to be printed.

Mr. CLARK made the following

REPORT.

[To accompany bill S. No. 197.]

The Committee on Claims, to whom were referred the papers relative to the claim of Charles L. Nelson, report:

On the 31st day of December, 1852, as appears from the letter of appointment among the papers, Mr. Nelson was duly appointed, by direction of the Secretary of War, "agent for the harbor improvement, Burlington, Vermont," at a salary of four dollars per day. He was informed that his compensation would commence on the day that his bond, duly executed, was forwarded to the office, provided he held himself ready for duty.

It appears from a letter from the chief of the Bureau of Topographical Engineers—the bureau charged with this branch of the public service—which is hereunto annexed as a part of this report, that the receipt of Mr. Nelson's bond was acknowledged on the 15th day of January, 1853, and that his services were dispensed with on the 2d day of April, 1853, and therefore that he is entitled to pay for his services between those dates at the rate of four dollars per day.

The reason assigned by the bureau for not paying the claim is, that the appropriation having been exhausted there are no funds available for that purpose. In the opinion of the committee, this is a perfectly clear case, and they report the accompanying bill, and recommend its passage.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, June 4, 1862.

SIR: I have the honor to acknowledge the reference to this bureau of a letter from Mr. S. H. Davis to you, presenting the claim of Mr. C. L. Nelson, for services rendered as agent for the improvement of the harbor of Burlington, Vermont.

Accompanying the letter of Mr. Davis is a copy of the letter of appointment of Mr. Nelson, which, upon examination, proves to be correct.

The receipt of Mr. Nelson's bond was acknowledged on the 15th of January, 1853, and his services were dispensed with on the 2d of April, 1853. It would therefore appear that he is entitled to pay for his services from the 15th of January, to April 2, 1853 inclusive, at four dollars per day. The interest charged by him is considered inadmissible.

There being no means available for the payment of the claim of Mr. Nelson, he must necessarily apply to Congress for relief.

The papers are herewith returned.

Very respectfully, your obedient servant,

S. H. LONG,
Colonel of the Corps of Topographical Engineers.

Hon. S. FOOT,
United States Senate.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 36.

IN THE SENATE OF THE UNITED STATES.

MARCH 28, 1864.—Ordered to be printed.

Mr. WILSON submitted the following

REPORT.

The Committee on Military Affairs and the Militia, instructed, by resolution of the Senate of the 20th January last, "to inquire into the facts connected with the examination by a board of officers appointed by the quartermaster's department, into the alleged advantages of 'concentrated feed' for horses and mules in the cavalry service; whether any report favorable to its adoption was made, and, if so, why the said feed has not been used in the service," beg leave to submit the following report:

The committee, having transmitted to the Secretary of War a copy of the resolution above mentioned, and requested him to furnish the information necessary to answer the inquiries of the Senate in relation to "concentrated feed" for horses and mules in the military service, have received in reply the letter and accompanying documents appended to this report, which present all the facts connected with the examination of the article in question within reach of the committee. In answer to the inquiry "whether any report favorable to its adoption was made," the committee are clearly of the opinion that no such report was made by Captain Hartz, the officer charged with the examination. Captain Hartz reported certain facts shown by his experiments, leaving to his superior officers the responsibility of deciding whether those facts did or did not furnish valid reasons for the adoption of the "feed" for the cavalry service. The Quartermaster General decided adversely to the claims of the patentee, concluding his remarks upon the report of Captain Hartz in the following words: "I am of opinion that the prepared feed should not be substituted for the natural grain."

The committee submit the following papers to the Senate, and ask to be discharged from the further consideration of the resolution:

1. Letter of the Secretary of War, dated March 19, 1864.
2. Report of the Quartermaster General to the Secretary of War, dated January 27, 1864.
3. Report of Captain Edward L. Hartz, assistant quartermaster United States army, to Brigadier General D. H. Rucker, chief quartermaster, depot of Washington, dated January 30, 1864.
4. Letter of Brigadier General Rucker to the Quartermaster General, dated January 30, 1864.
5. Report of the Quartermaster General to the General-in-Chief, dated February, 13, 1864.

WAR DEPARTMENT,
Washington City, March 19, 1864.

SIR: In compliance with the following resolution of the Senate, dated January 20, 1864 —

"On motion by Mr. Henderson,

"*Resolved*, That the Committee on Military Affairs and the Militia be directed to inquire into the facts connected with the examination by a board of officers appointed by the Quartermaster's department into the alleged advantages of 'concentrated feed' for horses and mules in the cavalry service.

"Whether any report favorable to its adoption was made; and if so, why the said feed has not been used in the service.

Attest: J. W. FORNEY,
Secretary"—

I have the honor to submit herewith enclosed copies of the following papers:

1. Report of the Quartermaster General, dated January 27, 1864.
2. Report of Captain Edward L. Hartz, assistant quartermaster United States army, to Brigadier General D. H. Rucker, chief quartermaster, depot of Washington.
3. Brigadier General Rucker's letter transmitting this report to the Quartermaster General.
4. Report of the Quartermaster General to the General-in-Chief.

The Quartermaster General, in transmitting these last three papers to this department, says, "I have not recommended the *patent concentrated feed*, because I do not think it is to the interest of the United States to do so.

"Grain ground into meal and mixed with chopped hay and straw is extensively used in the stables of the department. Its use has not yet been extended to the cavalry depot at Giesboro', the necessary machinery for its preparation and for steaming or cooking the mixture not having yet been erected. Proposals have been invited for putting up the machinery, which is extensive and costly.

"In my own opinion, the principal objection to the 'concentrated feed' is its want of bulk; and I would strongly recommend, before its adoption in our own army is finally decided, that the qualities which are claimed for it be thoroughly tested by long usage in the field."

Very respectfully, your obedient servant,
EDWIN M. STANTON,
Secretary of War.

The CHAIRMAN *of the Committee on Military Affairs and the Militia,*
Senate Chamber, Washington, D. C.

QUARTERMASTER GENERAL'S OFFICE,
Washington, D. C., January 27, 1864.

SIR: I have the honor to return the memorial, proposal, and other papers of J. H. Schenck, referred to me for report.

My time will not permit me to report fully upon this case, in which it is sought, without allowing competition to others, to obtain a practical monopoly of the supply of a large portion of the forage of the army. Such a monopoly would be worth the efforts made to obtain it.

I observe that an official report of an officer of this department has been

printed by Mr. Schenck, without authorization, so far as known to this office. Its publication is in direct violation of General Order No. 151, October 4, 1862.

By that report it appears that the patent concentrated feed, which Mr. Schenck seeks to substitute for the grain and hay now constituting the ordinary food for horses in this country, is a mixture of corn, oats, and barley-meal, cooked, dried, and compressed into cakes. In the experiment cited, the mixture was packed in sacks, the compression being apparently omitted.

I can see no sufficient reason for paying any person a royalty upon the grinding, mixing, and cooking of the food for public animals.

The experiments made prove only that horses and mules can thrive upon cooked food. Ground and mixed food are already extensively used in the depots of this department. It has not been thought necessary to incur the expense of providing generally for cooking it, and no patent can deprive the public or any individual of the right to grind, cook, and compress meal. to mix different meals together, and feed or sell them, mixed or unmixed.

The terms of the proposal involve a sliding scale of prices, based upon the price of corn, oats, and barley, in August, 1863, at St. Louis, Missouri. This would be a fruitful source of dispute and fraud.

It would be impossible to prevent frauds in the quality and proportions of the ingredients, and in the dryness of the compressed cakes of cooked and mixed meals. It is difficult now to exclude damaged grain from our warehouses.

Grain can be inspected with certainty. No inspector could be certain of the contents of these cakes.

The saving in bulk and weight claimed is, in a great degree, illusory. Animals can live and apparently thrive for some time without long forage; but if they are too long deprived of it, they ultimately fall away and die.

In rapid expeditions the animals, if in good condition and prepared by exercise and proper food, will go far upon no other food than oats, and there can be little difference made in the weight of well-dried oats and that of the same grain after being steamed and dried. Nothing is removed by the process, and a great deal of water may be fraudulently added without detection.

I am of the opinion that it is not to the interest of the government to make the contract which Mr. Schenck seeks. Should it be determined to prepare any compressed, not concentrated, food for horses, to be used in cavalry expeditions, it would be far better to advertise for proposals for corn-meal, oat-meal, or barley-meal, to be cooked, kiln-dried, and compressed without mixture. But even under this system the government would be liable to frauds, and I am of opinion that the only really practicable mode of foraging large armies is to feed the grain and hay, as provided by the farmer, in such proportions as can be obtained.

I have the honor to be, very respectfully, your obedient servant,

M. C. MEIGS,
Quartermaster General.

Hon. E. M. STANTON,
Secretary of War.

A true copy.

C. T. CHRISTENSEN,
Major, Assistant Adjutant General.

WAR DEPARTMENT, *March* 19, 1864.

CHIEF ASSISTANT QUARTERMASTER'S OFFICE,
Depot of Washington, No. 134 *F, near* 21*st street,*
Washington, D. C., January 30, 1864.

GENERAL: In compliance with your request to prepare a report in reply to certain inquiries made of you by the Quartermaster General in his letter of January 23, 1864, herewith returned, concerning the "patent concentrated feed for horses," I have the honor to submit the following details of the labor and cost attending the conduct of the experiment upon that article made by your order at this depot.

The apparatus used in the experiment was of the simplest and most economical character, and was entirely constructed by employés of this department and from material on hand. It consisted of a system of steam tables, (hollow parallel opipedons of sheet iron,) connected by small steam pipes together, and with a steam boiler; in addition to which was a cauldron of the capacity of about forty gallons, in which the material underwent a partial cooking by jets of steam passed into it. The material and time consumed in the construction of the apparatus is herewith given, viz:

816	lbs. sheet iron, at 7½ cents	$61 20
28¾	days' work, at $2	57 50
26	tin elbows, at 5 cents	1 30
7	tin scoops, at 25 cents	1 75
2	tin funnels, at 12½ cents	25
3	tin measures, at $1 50; one iron brace, at 50 cents	2 00
3	tin measures, at 25 cents; one tin drip, at 25 cents	50
Heavy sheet iron on press, 50 cents; 2 tin sq. pans, 50 cents		1 00
Rep. feed press, 50 cents; 10 lbs. Russia iron, $1 75		2 25
Boiler door, 50 cents; 1 cover for cauldron, 50 cents		1 00
Rep. model, 25 cents; 1 tin strainer, 25 cents		50
		129 25

The boiler, cauldron, steam pipe, and some other articles used in the trial, having been and still being on hand, and not having deteriorated in value in consequence of the trial, have not been charged against it.

The preparation of the feed included the processes of grinding, mixing, steaming, drying, and pressing. Packing and the preparation of the feed for transportation were not done, for the reason that the feed was at once given to the animals experimented upon.

The cost of the materials used and consumed, (wood, corn, oats, and barley,) and the labor attending the experiment, can only be approximated to, but is very nearly as follows:

16 cords of wood, at $6 per cord	$96 00
26,708 lbs. of grain, at an average price, cost	592 98
Labor of three men 10½ weeks, at $25 per month	157 47
Labor of eight horses for 10 days, at $1 25 per day for each horse	100 00
Total cost of the experiment, as nearly as it can be arrived at	1,075 70

As this latter amount contains the value of the grain of which the feed was made and upon which the animals were subsisted, the experiment should be credited with it, thereby reducing the actual cost to the government about one-half.

As before stated, the feed was not packed or prepared for transportation, and

consequently I have no data upon which to base an estimate of the probable cost of those operations. Mr. Schenck, the inventor of the article, states, however, that it can be done at a cost of about 9 cents per pound for the water-proof material employed.

The price per pound of the feed, as offered at present, is five (5) cents; the article to be delivered in any quantity and at any point in the country required.

"Is there any assurance that the price will not be increased?" &c.

To this I reply that I am assured by the patentee "that there shall be no increase in price beyond any advance that may occur in the cost of grain throughout the country." He is, "furthermore, willing to establish a *uniform price* for a term of years, if desired, without regard to such advance. If the price of the feed be based upon the cost of the grain used in its preparation, any diminution in the cost of the latter would alone afford a prospect of a reduction in cost of the feed."

"Would its general or partial adoption give the patentees a monopoly?" &c.

"No monopoly, in the usual acceptation of that term, would be given, *unless* the feed were adopted as an army ration, with no stipulated price agreed upon with the patentee, thereby *compelling* the department to purchase at such price as the only parties who could furnish a patented article should see proper to place upon it. If the patentees propose and contract to furnish a *stipulated* or an *unlimited* amount of the feed at a price either directly *stated*, or *based upon the grain market* at a *given point*, they occupy the same position as contractors bound to perform any other service."

"Is there any mode of inspection?" &c.

In my opinion, a person of ordinary judgment, intelligence, and some experience would be able to detect any marked adulteration, or the use of inferior grain, while a chemical analysis would always afford a means of detecting the slightest deterioration in the materials used.

I have the honor to be, general, very respectfully, your obedient servant,

EDWARD L. HARTZ,
Captain and Assistant Quartermaster U. S. Army.

Brigadier General D. H. RUCKER,
Chief Quartermaster, Depot of Washington.

CHIEF QUARTERMASTER'S OFFICE, DEPOT OF WASHINGTON,
Washington, D. C., January 30, 1864.

GENERAL: I have the honor to acknowledge the receipt of your communication of the 23d instant, calling for a report on the labor and cost of preparing Schenck's patent concentrated feed for horses.

When the trial was made at this depot of preparing and using this feed, the superintendence of the whole matter was placed in the hands of Captain Edward L. Hartz, assistant quartermaster United States army, who submitted a report of the trial.

Being personally unacquainted with any of the details of its preparation, I handed your letter to Captain Hartz, with the request that he would answer the questions propounded by you.

I now have the honor to enclose his report thereon.

Very respectfully, your obedient servant,

D. H. RUCKER,
Brigadier General and Quartermaster.

Brigadier General M. C. MEIGS,
Quartermaster General.

QUARTERMASTER GENERAL'S OFFICE,
Washington, D. C., February 13, 1864.

Respectfully returned to the headquarters of the army.

On the 27th January, 1864, I had the honor to make a report upon this subject, upon a direct reference from the War Department, to which I beg leave to refer, and of which I enclose a copy.

Since then I have received a statement of the cost of preparation of this forage during the experiment made in this city. I deduce from it, in round numbers, the following results, which will show the magnitude of the sums involved in the question, and give some idea of the cost of substituting this cooked food for the natural food of the animals of the army of the Potomac and of the department of Washington alone.

During the experiment, 26,708 pounds of grain were consumed, at an average cost per pound of $2\frac{22}{100}$ cents.

The average cost of preparation, not pressed or condensed for transportation, was, per pound, $1\frac{8}{10}$ cents.

The average cost of the partly prepared patent feed was, per pound, $4\frac{13}{100}$ cents.

The price at which the feed is offered, fully prepared, is, per pound, 5 cents.

The issues of grain through the Washington and Alexandria depots for the animals of the army of the Potomac, and those about Washington, are 37,000 bushels per day for full rations. Estimating them as oats, at thirty-two pounds, this is rather above one million pounds daily.

1,000,000 lbs., at $2\frac{22}{100}$ cents cost daily	$22,200 00
Cost to grind, cook, and dry the above, and partially prepare it according to the patent, at $1\frac{8}{10}$ cents per pound, is per day	18,000 00
Cost of the grain prepared, per day	40,300 00
Cost, at 5 cents per pound, of 1,000,000 pounds of the prepared feed per day	50,000 00
Estimating the profit of the patentee at 1 cent per pound, it would be per day	10,000 00

I am of opinion that the prepared feed should not be substituted for the natural grain.

I am, very respectfully, your obedient servant,

M. C. MEIGS,
Quartermaster General.

Official copies. Attest:

C. T. CHRISTENSEN,
Major, Assistant Adjutant eGneral.

WAR DEPARTMENT, *March* 19, 1864.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 37.

IN THE SENATE OF THE UNITED STATES.

MARCH 28, 1864.—Ordered to be printed.

Mr. HARLAN submitted the following

REPORT.

The Committee on Indian Affairs, to whom was referred the "Letter of the Secretary of the Interior, transmitting communication from the Commissioner of Indian Affairs, showing the amount due to the Quapaw tribe of Indians under treaty stipulations, and recommending an appropriation of that amount, to be applied to the payment of expenses incident to their removal from Kansas," have had the same under consideration, and after a careful and laborious examination of the subject, respectfully report:

That the United States, by treaty ratified January 15, A. D. 1819, agreed to pay said Indians in goods four thousand dollars on the ratification of said treaty, and one thousand dollars per year thence afterwards. That this annuity of one thousand dollars per year was terminated by the fourth article of a subsequent treaty ratified April 12, 1834, including a period of about fifteen years.

The total amount contracted to be paid by the United States was	$19,000 00
The Indians received under this treaty, according to the showing of the communication of Commissioner of Indian Affairs.....	15,336 26
Balance due Indians under this treaty.....	3,663 74

This treaty, however, contained a clause providing that the value of all property stolen from citizens of the United States by members of said tribe should be deducted from said annuities. And as it appears from the papers connected with this case that the appropriation books, warrants, and papers of the office of Second Comptroller, where it seems vouchers connected with this branch of the service were to be deposited prior to 1833, were lost by fire, it is probably impossible to ascertain, after the lapse of so long a period, whether the balance apparently due the Indians may be justly accounted for in this mode or not.

The United States also agreed, by treaty ratified February 19, 1825, to pay to certain chiefs of said Indians the sum of $2,000, and to the tribe, on the ratification of treaty, $4,000; also $1,000, to aid in building cabins, and $1,000 per year for a period of eleven years. This annuity, however, was terminated by the 4th article of the treaty ratified April 12, 1834—a period of about nine years. The government, also, stipulated to furnish the tribe with meat, corn, and salt, for six months.

The specific sum falling due nnder this treaty amounts to.....	$16,000 00
Reported amount paid for corn, meat, and salt.....	7,738 87
Total.....	23,738 87
Total amount paid said Indians under said treaty, as shown in Commissioner's statement.....	23,710 85
Amount apparently due said Indians under this treaty.....	28 02

The United States, also, by treaty ratified April 12, A. D. 1834, agreed to remove said Indians from the Caddo Indian lands in Arkansas to their new homes west of Missouri, at the expense of the government; to feed them one year; to deliver to them 100 cows, 100 hogs, 100 sheep, 10 yoke of oxen, 25 ploughs, 100 axes, 100 hoes, 4 ox carts, 1 wagon, with all their necessary rigging; to give them 20 iron hand-mills; $200 worth of sundry tools; $200 worth of looms, wheels, reels, and wool-cards; 100 blankets, 50 rifles, 5 shotguns, 10 kegs of powder, and 600 pounds of lead; also to furnish a farmer, smith, shop, tools, iron and steel, and to give $1,000 per year for educational purposes, during the pleasure of the President; and to give them $4,180 in lieu of all previous annuities, perpetual and limited; $1,000 to build cabins, and $2,000 annually for twenty years.

From this synopsis of the treaty it will be seen that the government agreed to pay these Indians the following specific sums of money:

In lieu of previous annuities.....		$4,180 00
For cabins.....		1,000 00
Annuity $2,000 for twenty years.....		40,000 00
For educational purposes, $1,000 per annum, from 1835 to 1863, inclusive.....		29,000 00
Total.....		74,180 00
There has been paid to said Indians, under these specific heads, according to the Commissioner's exhibit:		
For erection of cabins.....	$1,000 00	
In lieu of annuities.....	4,180 00	
Annuities under new treaty.....	38,000 00	
For educational purposes.....	24,808 18	
Total.....		67,988 18
Balance due Indians under these specific heads.....		6,191 82

The amount to be paid for educational purposes, however, was to have been optional with the President, so that the above balance should be reduced by the difference between the aggregate annuity of $1,000 per year, for a period of 29 years, being $29,000, and $24,808 18, the sum paid under this head. This would reduce the balance which would seem due said Indians, under this treaty, embraced in the specific stipulations, to the comparatively small sum of..... under treaty ratified April 12, 1834.	$2,000 00
Add amount apparently due under treaty ratified February 19, 1825.....	28 02
Also, amount apparently due under treaty ratified January 15, 1819.....	3,663 74

And we have total amount, apparently due under said treaties,	$5, 681 76
But it seems from the Commissioner's statement that there has since been paid to destitute Quapaws	2, 676 97
	3, 004 79
But the Commissioner, in his letter to the Secretary of the Interior, states that there are now, of accumulated balances, standing to the credit of the Quapaws, the sum of.....	5, 851 91

Being $2,847 12 more than enough to pay the amount apparently due to said Indians under the three treaties named, covering a period of about forty-five years.

It only remains for the committee to state that the Commissioner seems to have fallen into the error which led him to suppose the government to be indebted to these Indians the sum of $15,578 24, or $9,726 33, in addition to the $5,851 91 now in his hands standing to their credit, by failing to compare carefully the provisions of the several treaties which modified preceding treaties, and by supposing that all balances of appropriations made to carry out treaty stipulations and not expended are necessarily sums due the Indians, and when transferred by operation of law to the surplus fund so much wrongfully withheld from its lawful owners; not reflecting, apparently, that the appropriations for the removal and expense of supporting said Indians, and to purchase certain quantities of stock, tools, &c., were necessarily made on estimates, and in some instances were a little larger than necessary to fulfil the treaty obligation, and therefore the excess belonged to the government and not to the Indians.

From a careful examination of this case your committee are impressed with the conviction that the Commissioner of Indian Affairs, in the discharge of his legitimate duties, is not required to open accounts between the government of the United States and claimants, which have been examined, adjusted, settled and closed by his predecessors, unless directed so to do by Congress.

IN THE SENATE OF THE UNITED STATES.

March 28, 1854.—Ordered to be printed.

Mr. Harlan made the following

REPORT.

[To accompany bill H. R. No. 162.]

Committee on Indian Affairs, to whom was referred House bill No. 162, for the relief of Nathaniel McLean, Richard G. Murphy, and Charles E. Andreau," have had the same under consideration, and respectfully report:

at it appears from the papers that the persons named served as Indian ts for the Sioux Indians, in the Territory of Minnesota, for periods which, e aggregate, extend from December 3, 1849, to March 3, 1857, at a salary 1,000 per annum, as fixed by law; that other Indian agents, serving in esota, were receiving pay during the same period at the rate of $1,500 per m; that these parties complained of this difference as an invidious distinc- and the attention of Congress was repeatedly called to the subject from ear 1853 until the present session, but failed to grant the relief prayed for, back pay, or an increase of salary from $1,000 to $1,500 per annum.

the salary was fixed by law when these parties accepted the office, with a nowledge of the price to be paid for their services, and they were paid in full mount agreed on, your committee perceive no sufficient reason, at this nt period, for opening their accounts and adding to their compensation. If y be done with propriety in this case, your committee are aware of no rule would preclude similar legislation in relation to every salaried officer under overnment, who may at any time have received a smaller salary than was ed by himself and friends satisfactory.

ur committee, therefore, recommend that said bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 39.

IN THE SENATE OF THE UNITED STATES.

MARCH 29, 1864.—Ordered to be printed.

Mr. FOOT made the following

REPORT.

[To accompany bill S. No. 207.]

The Committee on Public Buildings and Grounds, to whom was referred the memorial of Charles F. Anderson, architect, submit the following report:

That the memorialist claims compensation for the time, labor, and professional knowledge and skill employed in conceiving, devising, and preparing plans for the extension, enlargement, and improvement of the Capitol building, in pursuance of a general invitation to the architects of the United States; claiming, also, that the principles and main features of his plans were adopted and made use of, and now appear in the building, so far as it has been executed; and claiming that, in several important particulars where his plans were not adopted, a detriment has resulted in the general effect, convenience, public utility, and salubrity of the building.

With a view of ascertaining the grounds and validity of this claim, your committee have found it necessary to refer to the proceedings relative to the subject, from which it appears that the design of enlarging the Capitol originated in the Senate of the United States, in the form of a resolution which was adopted in this body on the 26th of September, 1850, as follows:

"*Resolved*, That the Committee on Public Buildings be authorized to invite plans, accompanied by estimates, for the extension of the Capitol, and to allow a premium of five hundred dollars for the plan which may be adopted by the Committee on Public Buildings (acting jointly) of the two houses of Congress, to be paid out of the contingent fund of the Senate."

This resolution was founded upon a report from the committee, in which they stated that "they have come to the conclusion that there is a necessity for the enlargement of the present building."—(*Vide* printed Reports of Committees, Senate, 1st session 31st Congress, No. 145, May 28, 1850.)

In conformity with this resolution, the Committee on Public Buildings published a general invitation to architects to furnish such plans and estimates on or before the 1st of December, 1850. In this public notice the committee state that "although but one plan can be adopted, the committee reserve to themselves the right to form such plan, by the adoption of parts of different plans submitted, *should* such course be found necessary; in which event the committee also reserve to themselves the right to divide, or apportion, according to their own judgment, the amount of premium to be awarded for the whole plan to those whose plans may, in part, be adopted, according to the relative importance and merit of each part adopted."

This notice was published in the National Intelligencer, and other papers in Washington city, daily, from the 30th of September to the 21st of October, 1850, inclusive.

It appears in evidence that, immediately after the appearance of this invitation, the claimant, Charles F. Anderson, came from the city of New York, where he was practicing his profession of architect, to this city, and taking the dimensions, proportions, and elevations of the old building, he entered into a critical and minute inquiry and examination, first, as to what would be required, in every respect, for the accommodation and convenience of the two great halls of legislation, the Senate and House of Representatives; and, secondly, as to the accommodation of the presiding and other officers, and offices and the committees of the two houses—all with reference to the greater convenience of the public business and the members of the two houses of Congress.

After thus preparing himself upon the ground, he returned to New York, where he prepared the plans and estimates required, from the conceptions he had formed, based upon the knowledge he had acquired from his personal investigations and practical information received from experienced members and officers of the two houses, and, within the time prescribed in the notice, he presented his plans and estimates as directed.

The plans of the several architects having been laid before the Committee on Public Buildings, they found a difficulty, in consequence of conflicting views and opinions, to adopt, in express terms, either of the plans proposed; but they selected from the whole number four of the plans as having most merit, and divided the premium equally among the four architects who were the authors of those plans, Mr. Anderson being one of the recipients of this award.

In the report of this committee (No. 273, 2d session 31st Congress, made on the 8th of February, 1851) they state that they have "received and considered plans presented by many distinguished architects; and after an attentive study and patient investigation, in which they were aided by the explanations of each architect by whom plans were presented, have concluded to recommend the addition of wings, attached to the north and south ends of the Capitol, and placed at right angles to its axis, as shown in the accompanying drawing"—which drawing was compiled by an architect (Mr. Mills) whom they employed for the purpose.

On a careful examination of this report, however, it will be seen that the main features and principles adopted by the committee, and plainly described in the report, correspond with Mr. Anderson's plans as now exhibited to your committee.

The plan thus described and approved by the Committee on Public Buildings became obsolete by the operation of an act of Congress, which is described by the President in his annual message of December, 1851, (page 23.) He stated that "An act of Congress, approved 30th September, 1850, contained a provision for the extension of the Capitol, according to such plan as might be approved by the President, and appropriated $100,000 to be expended under his direction, by such architect as he should appoint to execute the same. On examining the various plans which had been submitted by different architects, in pursuance of an advertisement by a committee of the Senate, no one was found to be entirely satisfactory, and it was therefore deemed advisable to combine and adopt the advantages of several."

The President having thus adopted a plan, the corner-stone of the extension of the Capitol was laid with suitable ceremonies on the 4th day of July, 1851. In this plan, adopted by President Fillmore, although a few of the external features of Mr. Anderson's plan were retained, it differed entirely from his interior arrangements. It located the halls of the two houses of Congress in the western ends of the north and south extensions, respectively, and otherwise [illegible] altogether from Mr. Anderson's plans.

This fact is sufficiently manifest from the description of the plan adopted by President Fillmore, made by the architect appointed by him, in his report of the 23d of December, 1851, which was communicated to Congress by message on the 10th February, 1852. (*Vide* Ex. Docs. Senate, vol. 7, No. 33.)

Dissatisfaction with this plan was manifested by proceedings in the Senate on the 16th March, 1852, directing the Committee on Public Buildings to make a thorough examination of the work thus far executed on the extension of the Capitol, and to obtain the aid of the United States topographical engineers and other persons; and on the 24th March, 1852, the President of the United States was called upon by a resolution of the Senate "to communicate to the Senate any plan which may have been adopted for the extension of the Capitol;" "what, if any plan has been adopted to insure the proper lighting, warming, and ventilating the several departments of the proposed extension; and what, if any, plan of construction has been adopted with reference to the principles of acoustics in order to facilitate hearing in each of the two halls of legislation and in the Supreme Court."

This resolution was answered by message on the 29th March, 1852, communicating a report from the architect exhibiting the plans asked for, which, with the exception of a few general external features, differed entirely from Mr. Anderson's plan. (*Vide* Senate Ex. Docs., vol. 8, No. 52.)

The Committee on Public Buildings also investigated the subject as directed by the Senate, and made a report, accompanied by statements of several United States engineers, on the 2d of April, 1852. (*Vide* Senate Reports, vol. 1, No. 163.)

By the order of the President of the United States, the work for the extension of the Capitol was, on the 23d of March, 1853, transferred from the Department of the Interior to the War Department, viz:

"EXECUTIVE OFFICE, *March* 23, 1853.

"Believing that the public interests involved in the erection of the wings of the United States Capitol will be promoted by the exercise of a general supervision and control of the whole work by a skilful and competent officer of the corps of engineers, or of the topographical corps, and as the officers of those corps are more immediately amenable to the Secretary of War, I hereby direct that the jurisdiction heretofore exercised over the said work by the Department of the Interior be transferred to the War Department, and request that the Secretary of War will designate to the President a suitable officer to take charge of the same.

"FRANKLIN PIERCE."

The Secretary of War in his annual report to the President, dated 1st December, 1853, states that "the work for the extension of the Capitol has been prosecuted with due diligence under the special charge of Captain M. C. Meigs, of the corps of engineers; and it gives me pleasure to bear testimony to the manner in which that officer has discharged his duty—fully sustaining his reputation for professional skill, zeal, and fidelity. He was placed upon this duty April 4, 1853, and directed specially to examine into the condition of the foundation, which had been previously laid, and minutely to inquire into the arrangements for warming, ventilating, speaking, and hearing.

"The arrangements for ventilation and hearing were not found satisfactory; and these being the great objects sought in the proposed extension, certain alterations in the plans were designed, and a board, composed of Professors A. D. Bache and Joseph Henry, was commissioned May 20, 1853, to make inquiries upon acoustics and ventilation, as connected with the adopted plan and proposed alteration. After full examination of the various rooms visited, and a discussion of the phenomena presented, they reported on the 24th of June

last in favor of the modifications of the plans for the extension of the Capitol as proposed by Captain Meigs.

"In addition to this special object, the modifications proposed were believed otherwise to increase the convenience and facilitate the intercourse of the houses of Congress, and materially to add to the architectural effect of the building. As soon as the plans submitted received your approval, the consequent changes in the foundation walls were pressed with all possible rapidity, and the work has, since then, been steadily prosecuted." (*Vide* part H, Ex. Doc. No. 1, pages 32, 33.)

These remarks of the Secretary of War show a change in the plan of the Capitol extension as adopted by President Fillmore by the then President, Franklin Pierce. And the change appears to have been radical.

In the order of the Secretary of War assigning Captain M. C. Meigs "to take charge, under that department, of the public interests connected with the extension of the Capitol," &c., and dated the 4th April, 1853, he is directed to proceed "to take such measures as may be necessary for the proper execution of these works."

"As upon you will rest the responsibility for the proper and economical construction of these buildings, you will consider yourself fully empowered to make such changes in the present administration as you may deem necessary, and to regulate the organization hereafter as your experience may dictate.

"You will examine the arrangements for warming, ventilation, speaking, and hearing. The great object of the extension of the Capitol is to provide rooms suitable for the meeting of the two houses of Congress—rooms in which no vitiated air shall injure the health of the legislators, and in which the voice from each member's desk shall be easily made audible in all parts of the room. These problems are of difficult solution, and will require your careful study."

In the official report of Captain Meigs to the Secretary of War, dated October 22, 1853, he made the following remark:

"In examining the plans of the halls intended for the meeting of Congress, I became satisfied that they were not such as to promise a favorable result."

He here speaks of the plans prepared by the architect under the direction of President Fillmore.

Captain Meigs goes on to say: "After a careful study of the subject, I caused plans to be prepared in accordance with the views set forth at length in my letter to you of 19th May, 1853."

The commission, consisting of Professors Bache and Henry, to examine the plans submitted by Captain Meigs as regarded ventilation, acoustics, light and heat, reported, on the 24th of June, 1853, "That the principles presented to them by Captain Meigs are correct, and that they are judiciously applied.

"That the plans should be provisionally adopted, in order that the building may not be delayed, subject to such modifications in the details as may result from further study of them by Captain Meigs, or from the experiments and observations of the commission.

"This general adoption of the plans will not, it is believed, interfere with any changes of details likely to be found desirable."

Captain Meigs then stated: "Upon receipt of this report and your recommendation, the President (Franklin Pierce) adopted the plans which had been prepared for the south wing, and its construction was immediately commenced.

"The plans for applying the same principles to the north wing were prepared as soon as possible, and received the approval of the President upon the 5th of July, 1853.

"These plans were prepared by the accomplished architect, (Mr. Thomas U. Walter,) and I am happy in being supported by his opinion, that not only will the legislative halls be better adapted to their main purpose as rooms for debate,

but that the architectural beauty and the convenience of the buildings will be increased by the changes which have been made.

"The position of the hall of representatives in the centre of the south wing allows it to be surrounded by retiring, conference, and committee rooms, post office, offices of the Clerk of the House, &c., of easy access."—(This is Anderson's conception and plan.)

"In the plan of the south wing, under construction, when I was placed in charge of this work, all the offices of the House, all the committee rooms, retiring rooms, &c., (by President Fillmore's plan,) were separated from the hall by a broad corridor, open to the public, and the only entrance to or from the House was through this corridor.

"The principal floor contains, besides the hall of representatives, the vestibule, the corridors, and grand staircases, and fourteen well-lighted rooms, (by President Pierce's plans.)

"The hall of the Senate is arranged upon the same principles as are applied to the House of Representatives. Its smaller size renders it less difficult to construct, and leaves room for larger and more magnificent corridors and retiring rooms.

"The suite of apartments, embracing the senators' retiring room, the Vice-President's room, conference rooms, and their approaches, will be of unrivalled beauty.

"The changes in the plans rendered necessary extensive alterations in the foundation walls."

For this report of Captain Meigs *vide* Ex. Docs. H. R., vol. 1, part 2, page 69.

In the letter of Captain Meigs to the Secretary of War, dated May, 19, 1863, referred to in his report of October 22, 1853, he stated: "I have the honor to enclose a report prepared by the architect of the United States Capitol, giving the history of the formation of the plans for the extension of that building now under construction.

"I have attached to his plan (G) a fly, showing the arrangements which I have recommended for securing a better hall of representatives than is provided by the plans heretofore proposed.

"I will only repeat my own conviction, that the proposed change will secure a better room for speaking and hearing, and better accommodations for the members and officers, and business of the House.

"I am happy in being supported by the opinion of the architect (Mr. Walter,) who says, as you will perceive, that the alterations, besides securing these advantages, will enhance the beauty of the hall."

(*Vide* same doc. as preceding, page 79.)

In the foregoing report of the 19th May, 1853, Captain Meigs states that he had "prepared some notes upon the application of the general principles of acoustics and ventilation, which have guided me in devising the plan which I proposed." These notes were submitted to Professors Bache and Henry and deliberately examined and fully approved by them.

(*Vtdc* same doc. as preceding, pages 80 to 86.)

The committee deem it unnecessary to extend these quotations further than to show the relations which existed between the plan first adopted by the committee of the Senate and the plan presented to them by Mr. Anderson, and also between the plan prepared by Captain Meigs and adopted by President Pierce, and executed by Captain Meigs, as now shown by the building itself and the plans of Mr. Anderson.

The committee, in their report of the 8th of February, 1851, say that they "have concluded to recommend the addition of wings, attached to the north and south ends of the Capitol, and placed at right angles to its axis.

"The committee have adopted the mode of extension represented in the

accompanying plan, combined from various sources, especially from the drawings submitted to the committee according to invitation publicly given.

"This plan secures the requisite accommodation in a compact and convenient form. The amount of light will be greater than in the plan of extension by duplicating the building. The wings will be so exposed on all sides to the external air as to afford the most ready means of ventilation. Both wings will have an unobstructed view to the east and the west—one having also an exposure to the north, and the other to the south. *By retiring the wings, the heavy embankment will be avoided, which would be necessary if they were brought up to the line of the west front of the present building.*" "The centre of the rotundo, now the radiating point of the avenues and principal streets, will, by the proposed extension to the east, become the centre of the Capitol building.

"The defect of the eccentric position of the dome, as viewed from the north or south, will be remedied, and this prominent feature will appear securely adjusted on the structure, instead of pressing with painful effect on one side. The limit to which the present building may be increased in length, without impairing its architectural effect, is believed to be within the space required for accommodation; *but, by receding the wings as is proposed, the apparent length of the building in a north and south direction will be diminished, and this objection against the plan of extension by the prolongation of the present wings will be overcome.*

"It is proposed to break the long horizontal line of the roof by *an elevation over each wing, through which the chamber of the Senate and the Hall of Representatives may be lighted.*"

It is only necessary to compare the preceding description by the committee, of the composite plan adopted by them, with the plan presented to them by Mr. Anderson, to discover the similarity or identity of the two.

This plan of the committee was, however, discarded by President Fillmore, who adopted a plan of his own, differing entirely from that of the committee; which plan of President Fillmore was, in turn, discarded by President Pierce, who approved a radical change of the entire plan, the credit for which change was mainly owing to the judgment, skill and high qualifications of that able engineer, Captain Meigs, in adopting and directing the execution of the existing plan, so far superior, as it is, to the plan of President Fillmore.

In the formation of this plan by Captain Meigs, he, of course, availed himself of the lights, plans, drawings, opinions and judgments of the architects who had devoted much time and attention to the subject, besides employing his own mind in the important inquiry as to the accommodations actually needed for the two houses of Congress, their committees, officers and offices, and the public attending the proceedings of the two houses.

It is known that Captain Meigs had one or more interviews with Mr. Anderson, with full explanations of his plans, both interior and exterior, and it would not be unreasonable to suppose that he would avail himself of every useful suggestion to be derived from such an opportunity, and it remains only to be seen by a comparison of the building with the plans of Mr. Anderson to discover whether there is any similarity or identity between them.

The separation of the wings from the old building by connecting corridors; the colonnades on the east, north, and south, and west sides are similar, as well as the exterior of both wings.

The difference is, the west fronts of the wings extend out to the line of the west front of the centre or old building, while in Mr. Anderson's plan, the west fronts of the wings recede more than eighty feet from the line of the western projection of the old building, which would have made a larger court on the east.

and avoided the heavy embankment, and doubtful or bad foundation of the western walls.*

On the main floor of the wings containing the Senate chamber and hall of the House, both being placed in the interior or centre, with the other rooms for the committees, officers, and offices surrounding, but separated by corridors from those halls, while the two are not precisely identical, the general similarity and resemblance are too strong to doubt that Mr. Anderson's plan furnished the idea and suggestion by which this floor in both wings was arranged. Mr. Anderson's was the only plan that located the halls in the centre as they now exist.

The difference is, that Mr. Anderson arranged the rooms somewhat differently, and but slightly so, and his plan did not contain the large marble stairways, the space occupied by them being appropriated by him to rooms, and his stairways to the galleries being in another position where room for them could better be spared, and where the crowds attending the galleries would not interfere with the main floors of the building.

The Senate chamber and hall of the House of Representatives in locality and general form are similar, the difference being that, by Mr. Anderson's plan, there is a different arrangement for lighting the rooms from the roof, while his mode of heating, ventilating, and securing the acoustics is different from those now existing in those halls. Indeed, it would appear that the present arrangements to secure those highly important objects do not correspond with the principles laid down upon the subject by Captain Meigs in his "notes on acoustics and ventilation with reference to the new halls of Congress in May, 1853," which were examined and approved by Professors Bache and Henry. These notes will be found in Executive Docs. H. R., vol. 1, part 2, page 80; from which it will appear that the present mode of heating and ventilating the halls is diametrically the reverse of what is there laid down; the reasons for which, so far as the committee are aware, have not been stated.

Mr. Anderson's plans for the lighting, heating and ventilation of the halls of Congress and the several apartments of the two wings, which it has been stated had been submitted to Captain Meigs, coincided entirely with the notes on those subjects which were prepared by Captain Meigs, and thoroughly examined and approved by Professors Bache and Henry.

The only difference in those plans appears to be, that Mr. Anderson's plans furnished an apparatus for drawing down, through the openings in the floor, the carbonic acid gas, or foul air, and dust, as it might be generated and collected in the halls, while the pure air brought from without the building, at a proper elevation, was subjected to the proper process to regulate its temperature and forced into the halls above the cornice. This pure air thus introduced above, by the drawing or exhaustive process beneath the floor, would be gently and equally drawn down, furnishing a constant supply to every person in those halls of pure air of the desired temperature wherein to breathe and exercise the lungs and voice, and avoiding all sudden horizontal and external currents of air which disturb the sound and render hearing difficult.

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* In the investigation of this whole subject the committee have had reason to believe, that had Mr. Anderson's plan been adopted and executed, great public advantages would have been secured and much additional expense avoided.

The disadvantage of departing from Mr. Anderson's plan upon this point was made apparent by the report of Captain Franklin, who succeeded Captain Meigs in charge of the Capitol extension, dated 6th November, 1860, (Ex. Docs. Senate, vol. 2, No. 1, page 174.) in which he said, in July last, "levels were taken of all the corners of the two wings of the Capitol extension." "The west side of the south wing is 4⅛ inches lower than the east side, and at corresponding points in the north wing the west side is 2⅞ inches lower than the east side."

Had Mr. Anderson's plan of retiring from the western line of the old building been adopted to the solid ground, such settling of the foundations would have been avoided.

Upon a further examination of Mr. Anderson's plans it has been found that several important items in them have not been, as yet, used or provided for in the arrangement of the building, and which from their importance your committee, charged with the whole subject of the public buildings, deem it their duty to bring to the notice of the Senate.

1st. By a different arrangement of the roof of each hall, substituting a solid roof covered with copper instead of the glass, which, in storms of hail, rain or wind, interrupt the proceedings, and introducing the light in more liberal volume, which will remove the partial darkness which now prevails, at noonday, in back parts of the galleries.

2d. To open a passage or corridor of proper width through the old north wing of the building into the rotundo, lighting the same from the roof, and removing the present narrow, dark, crooked, unbecoming, and, in crowds, excessively inconvenient passage to and from the Senate to the other parts of the Capitol. The communication between the two houses of Congress being constant during the sessions of two houses on the part of the members and officers, renders it indispensably necessary that a clear and unobstructed passage should be afforded. The present condition of that passage, and the damp and cold currents of air arising from the open circular colonnade well, and stairways from the basement floor, are too well known to all using that passage to render it necessary further to remark upon this serious inconvenience.

3d. To enlarge in an ample and sufficient manner the Congressional Library, which is, even at this time, greatly in want of additional room, and by the enlargement, to improve the architectural appearance and effect of the western front, which at present, including the north and south extensions, present a long monotonous line of attic or top, and which the proper arrangement of judiciously constructed towers at the north and southwest corners of the western projection of the old building, and the proper upper works to the north and south extensions, would cover the proper arrangement of the roofs of the two halls as stated in the first item, and remove all the monotony in the long unbroken line of the top of the building from north to south when viewed from the west.

The committee have thus extended their investigations and remarks, perhaps, beyond what might probably be considered strictly applicable to the case before them, but they have found it difficult, in the progress of their examinations, to separate this case from the whole subject, and have become satisfied that Charles F. Anderson, from the time that himself and other architects of the United States were invited by a committee of the Senate to prepare plans and estimates for the extension of the Capitol, has bestowed a faithful, anxious, and persevering attention to the subject; that he has occupied much time and labor, and incurred considerable expense in making plans and estimates, in travelling backward and forward between New York (his then place of residence) and this city, and remaining here on board for long periods of time, on many occasions attending on the committees of Congress and the executive departments of the government and its officers in reference to these plans; and the committee, from an actual inspection of Mr. Anderson's plans, and a comparison of them with the extensions as they now exist, believe that his original conceptions and plans have entered, to a considerable extent, into the existing construction of the Capitol extensions; and that the government may avail itself still further of his plans in the further necessary improvements of the building, the committee recommend the retention of all Mr. Anderson's plans and drawings, and deem it but an act of simple justice to him to make an adequate compensation for the time, professional skill, labor, and expense which he has bestowed upon this subject for so long a continued period of time, to the neglect and detriment of his regular professional business; and they therefore submit a bill for his relief, and recommend its passage.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 40.

IN THE SENATE OF THE UNITED STATES.

APRIL 1, 1864.—Ordered to be printed.

Mr. MORRILL made the following

REPORT.

(To accompany bill S. No. 212.)

The Committee on Claims, to whom was referred the memorial of Henry A. Brigham, military storekeeper and paymaster in the ordnance department of the army of the United States, report:

The claim is for two thousand dollars, the amount of a check which the petitioner alleges he was compelled to draw in favor of the assistant treasurer of the United States in the city of New York, without any consideration therefor, and for which he has never received the amount of said check or any part thereof.

The facts, in substance, are these: The petitioner holds the office of military storekeeper and paymaster in the ordnance department of the army of the United States, on duty at the Watervliet arsenal, New York, and had his disbursing account with the assistant treasurer of the United States in the city of New York, and paid the employés at said arsenal monthly in funds drawn from said assistant treasurer. To enable him to make his monthly payment of October, 1862, on the seventh of November of that year he presented to the cashier of said assistant treasurer in New York city a written statement of the amount and denomination of treasury notes and postage currency required, amounting in all to the sum of thirty-six thousand three hundred dollars, ($36,300,) in notes of denominations of from one to fifty dollars, and five hundred dollars in postage currency.

On the following day, during business hours, he called for the money at the counter where he had been accustomed to receive his money.

He shortly gained the attention of the cashier, passed him his check for the sum required, ($36,800;) whereupon the cashier brought a tray from the desk of the pay department to a convenient opening in the counter, the contents of which had been made up in marked packages by one of the paying tellers, for the purpose of making payment thereof to said paymaster—the parties standing upon opposite sides of the counter.

The money had been arranged in packages, notes of fifty dollars in two packages of $3,000 and $5,000, making $8,000 in one bundle, around which was a strap with the amount marked thereon. Notes of twenty dollars, in six equal packages of $2,000—all contained in one general bundle, and marked and strapped as above, and so on for the rest.

The cashier proceeded to take these packages or bundles from the tray, "calling off" the amount marked on the straps as each parcel was passed to the

side of the tray in the counter, each amount so "called off" being set down by the paymaster, when the whole amount so stated was found to be $36,800. Both parties still maintaining their positions, said paymaster proceeded to "satisfy himself" of the correctness of the count, commencing with the package of notes of the largest denomination, being that of $8,000.

Upon examination of the bundle marked $12,000, in packages of $2,000 each, there was in fact but five packages, making $10,000. Search was made by the cashier for the missing package of $2,000 at the desk of the pay department and on the floor at the counter where the parties stood, but without success.

The parties had observed that while the cashier was passing the packages from the tray, and the paymaster was setting down the figures, a man—a stranger—standing near the paymaster, with his hand upon the postage currency, and who immediately retired.

It was assumed by the cashier that the delivery of the money was complete when he had "called off" the amount of the several packages or bundles, and passed them from the tray to the counter, as stated above, that the missing two thousand dollars had been stolen by the stranger, and that, having been so delivered and stolen, it was the loss of the paymaster, who was accordingly required to draw an additional check for $2,000, in order to obtain the amount required for his monthly payment.

It is not doubted that the paymaster drew his check in favor of the assistant treasurer of the United States for the sum of two thousand dollars more than he actually received, and that he has been the loser to that amount.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 41.

IN THE SENATE OF THE UNITED STATES.

APRIL 4, 1864.—Ordered to be printed.

Mr. SUMNER made the following

REPORT.

(To accompany bill S. No. 213.)

The Committee on Foreign Relations, to whom were referred the petition of sundry citizens of New York, presented at the present session, and also numerous petitions and resolutions of State legislatures, taken from the files of the Senate, asking just compensation for "individual" claims on France, appropriated by the United States to obtain a release from important "national" obligations, have had the same under consideration, and beg leave to report:

The welfare of the republic requires that there should be an end of "suits," lest, while men are mortal, these should be immortal. Such is the substance of a venerable maxim of the law, which is illustrated by the case now before the committee. The present claims have already outlived all the original sufferers, and at least two generations of those who have so ably enforced them in the halls of Congress. Against their unwonted vitality death has not been able to prevail.

CHARACTER OF THESE CLAIMS.

Of all claims in our history, these are most associated with great events and great sacrifices. First in time, they are also first in character, for they spring from the very cradle of the republic and the trials of its infancy. To comprehend them, you must know, first, how independence was won; and, secondly, how, at a later day, peace was assured. Other claims have been merely personal or litigious; these are historic. Here were "individual" losses, felt at the time most keenly, and constituting an unanswerable claim upon France, which, by the action of our government at a critical moment, were employed, like a credit or cash in hand, to purchase a release from outstanding "national" obligations, so that the whole country became, at once, the trustee of these sufferers, bound, of course, to gratitude for the means thus contributed, but bound also to indemnify them against all "individual" losses. And yet these sufferers, thus unique in situation, have been compelled to see all other claims for foreign spoliations satisfied, while they alone have been turned away. Even as early as 1794 our plundered citizens obtained compensation, to the amount of more than ten million dollars, on account of British spoliations. Similar indemnities have been obtained since from Spain, Naples, Denmark, Mexico, and the South American states, while, by the famous convention of 1831, France contributed five million dollars to the satisfaction of spoliations under the continental system of Napoleon. Spain stipulated to pay for every ship or cargo taken within Spanish waters even by the French, so that the French spoliations on our com-

merce within Spanish waters have been paid for, but French spoliations on our commerce elsewhere before 1800 are still unredeemed. Such has been the fortune of claimants the most meritorious of all.

In all other cases there has been simply a claim for foreign spoliations, but without any superadded obligation on the part of our government. Here is a claim for foreign spoliations, the precise counterpart of all other claims, but with a superadded obligation, on the part of our government, in the nature of a debt, constituting an *assumpsit*, or an implied promise to pay; so that these sufferers are not merely *claimants* on account of French spoliations, but they are also *creditors* on account of a plain assumption by the government of the undoubted liability of France. But the appeal of these *claimant-creditors* is enhanced beyond the pecuniary interests involved, when we consider the nature of this assumption, and especially that, in this way, our country obtained a final release from embarrassing stipulations with France contracted in the war for national independence. Regarding it, therefore, as a *debt*, it constitutes a part of that sacred debt incurred for national independence—the only part which remains unpaid.

PRELIMINARY OBJECTIONS.

But before proceeding to consider the nature of the existing obligations on the part of the United States, the committee ask attention to three objections which they encounter on the threshold: the first, founded on the alleged antiquity of the original claims; and the second, on the alleged character of the actual possessors; and the third, on the present condition of the country.

CLAIMS ANCIENT, BUT NOT STALE.

(1.) It is said that the claims are ancient and stale, and, therefore, should not be entertained. It is true that the claims are the most ancient of any now pending, and that they date from the very origin of our existence as a nation. But, in this respect, they do not differ from a revolutionary pension or a revolutionary claim. Down to this day there is a standing committee of the Senate entitled "Committee on Revolutionary Claims;" but if a claim which may be traced to the Revolution must be rejected for staleness, there can be little use for this committee. If these claims, after uninterrupted sleep throughout the long intervening period, were now, for the first time, revived, they might be obnoxious to this imputation. But as, from the beginning of the century, they have occupied the attention of Congress, and have been sustained by speeches, reports, and votes, it is impossible to say that they have been allowed to sleep.

The whole case was stated with admirable succinctness, as long ago as 1807, by Mr. Marion, of South Carolina, in the report of a committee of the House of Representatives, in the following words:

"From a mature consideration of the subject, and from the best judgment your committee have been able to form on the case, *they are of opinion that this government*, by expunging the second article of our convention with France, of the 30th of September, 1800, *became bound to indemnify the memorialists for their just claims* which they would otherwise rightfully have had on the government of France for the spoliations committed on their commerce by the illegal captures made by the cruisers and other armed vessels of that power, in violation of the law of nations and in breach of treaties then existing between the two nations; which claims they were, by the rejection of the said article of the convention, forever barred from presenting to the government of France for compensation."

Claims thus authoritatively stated at that early day could not be overcome by any sleep.

It is true that these claims were pressed with less constancy and determination

at the beginning of the century than at a later day. But there are two sufficient reasons for the change. First, the evidence on which they were founded was less generally known at the beginning than afterwards. It was only by the communication to Congress in 1826, under the administration of John Quincy Adams, of the ample materials accumulated in the archives of the Department of State, that the true strength of the case was fully revealed. Here, in one full volume, was the documentary history of the whole double transaction, showing, at once, the original obligation of France, and the substituted obligation of the United States, re-enforced by the associations of our own revolutionary history. But a more sufficient reason for this change may be found in the fact, that for some time in the early part of the century, our country was still laboring under the pressure of the revolutionary debt. As this pressure was gradually removed, and the national resources became more apparent, these claims were naturally urged with more confidence, until, on the final extinction of that debt, they occupied the attention of the best minds of both houses of Congress.

No single question in our history has been the subject of such a succession of able reports. Whether counted or weighed, these reports are equally exceptional. They are no less than forty-one in number, twenty-three in the Senate and eighteen in the House. Among the eminent characters whose names they bear are Edward Livingston, John Holmes, Edward Everett, Daniel Webster, Caleb Cushing, Charles J. Ingersoll, John M. Clayton, and Rufus Choate. Out of the whole number only three have been adverse, one in the Senate and two in the House. But the three adverse reports were evasive only, being made prior to the communication to Congress of the decisive evidence on the subject. The thirty-eight reports made since that communication have been all in favor of the claims.—(*See Appendix A.*)

Resolutions of thirteen States, being the original number which declared independence, have been presented to Congress between the years 1832 and 1858 in favor of these claims. Some States, not content with one series, have repeated their resolutions, and accompanied them with elaborate arguments. They all tend to the point that it is the bounden duty of Congress, without further delay, to make provision for the payment of these claims; and senators and representatives are earnestly requested to use their best exertions to secure the passage of a law of Congress to carry this obligation into effect.

Memorials and petitions to Congress have, from the beginning, testified to the sleeplessness of these claims. On the 5th of February, 1802, only forty-six days after the promulgation of the convention of 1800, they began to be presented, and they have continued to be presented from that early day down to this very session of Congress, making, in all, three thousand two hundred and ninety-three. Of these, fourteen hundred and eighty-nine were in the Senate; eighteen hundred and four in the House. They are chiefly from the original sufferers, their executors, administrators, assigns, widows and heirs, residing in the large seaports from which the despoiled vessels originally sailed; but there are some from all parts of the country where the representatives of the original sufferers have been carried in the vicissitudes of life; all of which may be seen in an annexed list of these petitioners.—(*See Appendix B.*)

Two several times—once under President Polk, and again under President Pierce—both houses of Congress have concurred in passing an act for the relief of these claimants; but this tardy justice was arrested by presidential veto.

In the face of this constant succession of reports, resolutions of State legislatures and petitions, constituting not only a "continual claim," but a continual recognition of the claim—the whole crowned by two several acts of Congress—it is impossible to attribute any negligence to the claimants, or, indeed, any indulgence of inordinate confidence. They have had reason to believe that they should be successful. Under such circumstances, the lapse of time, which is sometimes urged against them, becomes an argument in their favor; for it adds con-

stantly recurring testimony to their merits, besides a new title from the disappointment to which they have been doomed. Claims beginning thus early, and thus sustained, may be ancient, but they cannot be stale.

ACTUAL POSSESSORS OF THE CLAIMS ARE NOT SPECULATORS.

(2.) There is a trivial remark, which is rather a slur than an objection, which may justify a moment's attention. It is sometimes said that these claims are no longer the property of the original sufferers or their representatives, but that they have passed, like a fancy stock, into the hands of speculators. This remark, if it had foundation in fact, has not much in equity. It would be hardly creditable for a government to take advantage of its own procrastination, and refuse just compensation, because the original sufferer had been compelled by unwelcome necessity to discount his claims.

From the nature of the case, such claims, being unliquidated, do not readily pass from hand to hand, but remain in the original custody, as has become apparent in ample experience. Precisely the same reflection was cast upon the claims against Spain, Denmark, and Naples, and indeed it has been cast upon long outstanding claims generally, until it is now a common place of sarcasm. But the records of the successive commissions which have liquidated foreign claims afford its best refutation. These commissions required in every case proof of property; but the evidence disclosed that the original sufferers or their legal representatives, including heirs, executors, assignees of bankrupts, persons having a lien for advances, or underwriters, possessing in law and equity the same right as the original sufferers, were the actual possessors of the larger part of these interests. There is no reason to suppose that it would be otherwise in the case of the claims for French spoliations. On the contrary, it is believed that they remain substantially where they were when the losses were incurred.

The great speculator has been death; for there are few of these claims that have not passed through his hands. But such a transfer cannot draw the title into doubt, especially when we consider the character of the petitioners, whose names are spread on the journals of Congress. It is well known that, in many families, these claims still exist as heir-looms, transmitted by ancestral care in the full confidence that, sooner or later, they would be recognized by the government.

PRESENT CONDITION OF THE COUNTRY NO REASON AGAINST PAYMENT OF JUST DEBTS.

(3.) But it is sometimes suggested that, even assuming the meritorious character of these claims, yet, in the present condition of the country, they ought to be postponed. Looking at the practical consequences of this suggestion, it will be found that, though plausible in *form*, it is fatal in *substance*. Any postponement must inevitably throw these claims into direct competition with those which are now accumulating on account of losses during the rebellion, having in their favor the gushing sympathies of our time. It is not unjust to human nature to say, that the distant in time, like the distant in space, are too often out of mind. If the earlier claims are just, they ought not to be exposed to the hazards of any such competition, when feeling will be stronger than reason. Indeed, from the probability of future claims, whose shadows already begin to appear, the argument is strengthened for the immediate satisfaction of those which now exist, especially when we consider their character and origin.

The resources of the people are now tasked to put down the rebellion which slavery has aroused. Let nothing be stinted. But there is another duty which must not be forgotten. *The just debts of the republic must be paid* to the last dollar. Here also nothing must be stinted; and the glory of the one will be kindred to the glory of the other. The republic will have new title to love at

home and to honor abroad when, with one hand, it overcomes the rebellion now menacing its existence, and with the other does justice to ancient petitioners, long neglected, constituting the only remaining creditors left to us on account of the war of independence.

STATEMENT OF THE QUESTION.

Therefore, putting aside all preliminary objections to these claims, whether on account of their alleged antiquity, the character of the actual possessors, or the present condition of the country, the committee insist that the existing obligations of the United States must be determined according to principles of justice and the facts of the case. The hearing is now, as if there had been no lapse of time since the obligations accrued, and as if no war now existed to task the country.

Is the money justly due? To answer this important question the subject must be considered in detail, under several heads:

First. The Claims of citizens of the United States against France, founded on spoliations of our commerce, as seen in their origin and history.

Secondly. The Counter-Claims of France, founded on treaty stipulations and services rendered in the war of independence, as seen also in their origin and history.

Thirdly. The convention of 1800 and the reciprocal release of the two governments, by which the "individual" claims of the petitioners were treated as a set off to the "national" claims of France.

Fourthly. The assumption by our government of the obligations of France, so that the United States were substituted for France, and became liable to these petitioners as France had been liable.

After considering these heads in their order, it will be proper to review the objections which have been alleged against the liability of the United States: (1,) from the semi-hostile relations between France and the United States anterior to the convention; (2,) from payments under the Louisiana treaty; (3,) from payments under the convention with France of 1831; (4,) from the act of Congress annulling the early treaties with France; (5,) from the early efforts of our government to obtain from France the satisfaction of these claims; and (6,) from the desperate character attributed to these claims at the time of their abandonment.

The question of "just compensation" will present itself last: (1,) in the advantages secured to the United States by the sacrifice of these claims; (2,) in the value of the losses which the claimants suffered; and (3,) in the recommendation of the committee.

The subject is of such importance from the magnitude of interests involved, and from its historic character, that the minuteness of this inquiry will not be regarded as superfluous.

THE CLAIMS OF AMERICAN CITIZENS IN THEIR ORIGIN AND HISTORY.

I. The history of French spoliations on our commerce is a gloomy chapter, where a friendly power, assuming the name of republic, shows itself fitful, passionate, and unjust. This conduct seems more remarkable, when it is considered that only a short time before France, while yet a kingdom, had contributed treasure and blood to sustain our national independence. And yet an explanation may be found in the extraordinary temper of the times. By a generous uprising of the people the kingdom was overthrown, and then, as the alarmed royalties of Europe intervened, the head of the monarch was flung to them as a gage of battle. The gage had been accepted in advance, and all those royalties, by successive treaties, entered into coalition against France. The fleets of England came tardily into the great contest, but their presence gave to it a new

character, and enveloped the ocean as well as the land in its flames. Naturally the growing commerce of the United States suffered from both sides, but especially from France, driven to frenzy by the British attempt, in the exercise of belligerent rights, to starve a whole nation.

The feelings of France were still further aroused against the United States, when, instead of friendship and alliance, she was encountered by the proclamation of neutrality launched by Washington on the 22d April, 1793, where he undertook, in behalf of the United States, "to adopt and pursue a conduct friendly and impartial towards the belligerent powers." Here, according to France, was a failure not only of that proper sympathy which was due from us, but even of solemn duties pledged by those early treaties which helped to secure our national independence. This failure, which became afterwards the occasion of *Counter-Claims* on the United States, contributed at once to the exasperations of the time.

An early apology, addressed to the American minister at Paris by the French government, attests the spoliations which had begun, and discloses also their indefensible character, unless the common language spoken by the English as well as ourselves was a sufficient excuse. Here are the exact words:

"We hope that the government of the United States will attribute to their true cause the abuses of which you complain, as well as other violations of which our cruisers may render themselves guilty in the course of the present war. *It must perceive how difficult it is to contain within just limits the indignation of our marines, and, in general, of all the French patriots, against a people who speak the same language and having the same habits as the free Americans.* The difficulty of distinguishing our allies from our enemies has often been the cause of offences committed on board your vessels; all that the administration could do is to order indemnification to those who have suffered, and to punish the guilty."—(*French Spoliations, Ex. Doc.*, 1826, p. 70.)

Thus heedlessly did these spoliations begin. But the national convention associated itself by formal act with this injustice, when, on the 9th May, 1793, only seventeen days after the proclamation of neutrality, but before it had arrived in France, a retaliatory decree was issued in response to the British attempt at starvation—arresting all neutral vessels laden with provisions, and destined to an enemy's port. It was not disguised even in the decree itself that it was a violation of the rights of neutrals; but the necessity of the case was pleaded, and *indemnity was promised to the neutrals who might suffer by its operation.* But, unwilling to await the dilatory performance of this promise, our minister at Paris remonstrated at once against the application of the decree to vessels of the United States. Amidst vacillations of the national assembly, which at one time seemed to relent under the urgency of our minister, the decree continued to be enforced against the property of American citizens. Here were spoliations, confessed at the time to be in violation of neutral rights, which still rise in judgment.

As the intelligence of these spoliations reached the United States our whole commerce was fluttered. Merchants hesitated to expose their ships and cargoes to such cruel hazards. It was necessary that something should be done in order to enlist again their activity. At this stage the national government *came forward voluntarily* with an assurance of protection and redress. This was in a circular letter, dated 27th August, 1793, when Mr. Jefferson, the Secretary of State, in the name of the President, used the following language: "I have it in charge from the President to assure the merchants of the United States, concerned in foreign commerce or navigation, that our attention will be paid to any injuries they may suffer on the high seas or in foreign countries contrary to the law of nations and existing treaties, and that, on their forwarding hither well-authenticated evidence of the same, *proper proceedings will be adopted for their relief.*"—(*French Spoliations, Ex. Doc.*, 1826, p. 217.) This circular was

adopted by President Washington, in his message of December 5, 1793, where he speaks as follows: "The *vexations and spoliations* understood to have been committed on our vessels and commerce by the cruisers and officers of some of the belligerent powers appeared to require attention. The proofs of these, however, not having been brought forward, the description of citizens supposed to have suffered were notified that, on furnishing them to the Executive, *due measures would be taken to obtain redress of the past*, and more effectual provisions against the future."—(*French Spoliations, Ex. Doc.*, 1826, p. 253.) Here, then, was a double promise from the national government, under the influence of which our merchants continued their commerce, and ventured once more upon the ocean. Their government had tempted them, and, on the occurrence of "injuries on the high seas," these good citizens, according to instructions, made haste to forward to the Department of State the "well-authenticated evidence of the same." But their grandchildren and great-grandchildren are waiting even now the promised redress.

Thus, at the very beginning of these spoliations, they seem to have been recognized in their true character by both governments. The national convention, even in its arbitrary edict, confessed them. The administration of Washington, in its solemn assurance of protection, confessed them also. The offspring of wrongful violence in the heat of war, they were regarded on each side as indefensible. Ministers, in this respect, reflected the sentiments of the two governments. Fauchet, the French minister at Philadelphia, in a communication to the Secretary of State, under date of March 27, 1794, expressed himself in this manner: "If any of your merchants have suffered any injury by the conduct of our privateers, (a thing which would be contrary to the intention and express order of the republic,) they may, with confidence, address themselves to the French government, which will never refuse justice to those whose claims are legal."—(*French Spoliations, Ex. Doc.*, 1826, p. 263.) Mr. Morris, our minister at Paris, under date of March 6, 1794, thus gave vent to his feelings: "These captures create great confusion, *must produce much damage to mercantile men*, and are a source of endless and well-founded complaint. Every post brings me piles of letters about it from all quarters, and I see no remedy. In the mean time, if I would give way to the clamors of the injured parties, I ought to make demands very like a declaration of war."—(*Ibid.*, p. 77.) But M. Buchot, the French Commissioner of Foreign Relations, addressed to Mr. Morris the following soothing words, under date of July 5, 1794: "The sentiments of the convention and of the government towards your fellow-citizens are too well known to you to leave a doubt of *their disposition to make good the losses which circumstances inseparable from a great revolution may have caused some American navigators to experience*."—(*Ibid.*, p. 77.) Such at that day was the testimony of ministers on both sides.

Meanwhile, Genet, the French minister at Philadelphia, had been dismissed by President Washington on account of a presumptuous interference in our affairs, especially hostile to the proclamation of neutrality; and John Jay had repaired to London to negotiate the treaty of 1794, which goes under his name. Both these events added to the exasperation of France. But Mr. Monroe, who had taken the place of Mr. Morris at Paris, was full of sympathy for the new republic, even when he frankly discharged his unpleasant duties. In a communication to the committee of public safety, under date of October 18, 1794, he exposed a "frightful picture of difficulties and losses, equally injurious to both countries, which, if suffered to continue, must unavoidably interrupt for the time the commercial intercourse between them."—(*State Papers, Foreign Affairs*, vol. I, p. 683.) But, notwithstanding this strong language, his influence was thought to have prevailed so far that President Washington ventured to announce, in a confidential message of February 20, 1795, good news for our plundered merchants. "It affords me," he said, "the highest pleasure to inform

Congress that perfect harmony reigns between the two republics, and *that these claims are in a train of being discussed with candor, and amicably adjusted.*"—(*Wait's American State Papers*, vol. 3, p. 402.) But this perfect harmony was short-lived, and the hopes which flowed from it were nipped in the bud.

The knowledge of Mr. Jay's negotiations with England had already produced uneasiness in France; but, when the treaty was finally divulged, on its ratification, in October, 1795, there was an outburst against us. The treaty was pronounced to be in violation of existing engagements with France, and our whole policy was openly branded by the president of the Directory, in his reply to Mr. Monroe, as a "condescension of the American government to the wishes of its ancient tyrant." The Directory refused to receive Charles Cotesworth Pinckney, who had been sent by our government in the place of James Monroe. Meanwhile, by a succession of cruel edicts, it unleashed all its cruisers to despoil our commerce, and to cry havoc wherever they sailed. On the 2d July it was declared that "the French republic will treat neutral vessels, either as to confiscation, searches, or capture, *in the same manner as they shall suffer the English to treat them.*" The indefinite terms of this edict were justly denounced by our government as giving scope for arbitrary construction, and consequently for unlimited oppression and vexation.—(*French Spoliations, Ex. Doc.*, 1826, p. 434.) And these results were soon manifest. With contagious injustice, the French agents at St. Domingo reported to the government at home, "that, having found no resource in finance, and knowing the unfriendly disposition of the Americans, and to avoid perishing in distress, they had armed for cruising, and that, already, eighty-seven cruisers were at sea; and that, for three months preceding, the administration had subsisted and individuals been enriched out of those prizes."—(*Ibid.*, p. 435.) So extensively did this brutality prevail, that it was announced that "American vessels no longer entered the French ports *unless carried in by force.*"—(*Ibid.*)

But this spirit of retaliation broke forth in still another edict of the Directory, which became at once a universal scourge to American commerce. This edict, which bears date March 2, 1797, after enlarging the list of contraband, and ordaining other measures of rigor, proceeds to declare all American vessels lawful prize, if found without a *rôle d'équipage* or *circumstantial list* of the crew; all of which was in violation of existing treaties, and also of the usages of the United States, which notoriously did not require, among a ship's papers, any such list. No edict was so comprehensive in its sweep; for, as all our vessels were unprovided with this safeguard, they were all defenceless. Spoliations without number ensued, which were so absolutely lawless and unjust that John Marshall did not hesitate to record of them in his journal under date of December 17, 1797, that "the claims for property captured and condemned for want of a *rôle d'équipage*, constituted *as complete a right as any individual ever possessed.*"—(*French Spoliations, Ex. Doc.*, 1826, p. 471.) But this right, thus complete, according to the judgment of this great authority, is a large part of the claims which are still pending before Congress.

As if to complete this strange, eventful history, another edict, at once inhospitable and unjust, was launched by the Directory, January 17, 1798, which prohibited every vessel that had entered an English port from being admitted into any port of the French republic; and still further, handed over to condemnation "every vessel laden in whole or part with merchandise coming out of England or its possessions."—(*French Spoliations, Ex. Doc.*, 1826, p. 483.) This edict was promptly denounced by the American plenipotentiaries newly arrived at Paris. In earnest, vigorous tones they said that it invaded at the same time the interests and the independence of neutral powers; *that it took from them the profits of an honest and lawful industry*, as well as the inestimable privilege of conducting their own affairs as their own judgment might direct, and that acquiescence in it would establish a precedent for national degradation

that would authorize any measures which power might be disposed to practice. Thus did the plenipotentiaries depict the spirit in which the French spoliations had their origin, and the humiliating consequences of submission to the outrage. But the personal sufferers are, down to this day, without redress.

Perplexed and indignant at these proceedings, the United States had meanwhile constituted a special mission, composed of three eminent citizens, Mr. Pinckney, Mr. Marshall, and Mr. Gerry, who were charged especially to secure indemnity on account of these spoliations. In his elaborate letter of instructions, dated July 15, 1797, the Secretary of State, Mr. Pickering, lays down the following rule of conduct: "In respect to the depredations on our commerce, the principal object will be to agree on an equitable mode of examining and deciding the claims of our citizens, and the manner and periods of making compensation. The proposed mode of adjusting the claims, by commissioners appointed on each side, is so perfectly fair, we cannot imagine that it will be refused." Although this reparation was not made an "indispensable condition of the proposed treaty," yet the plenipotentiaries were enjoined "not to renounce these claims of our citizens, nor to stipulate that they be assumed by the United States government." (*French Spoliations, Ex. Doc.*, 1826, pp. 454, 455.) Thus fully were all these claims recognized at that time by our government, and most carefully placed under the protection of our triumvirate of plenipotentiaries.

But the plenipotentiaries found the French republic in no mood of justice. Bonaparte was then triumphant at the head of the army of Italy, and Talleyrand was exhibiting his remarkable powers at the head of the Foreign Relations of France. Victory had given confidence, and the exulting republic was standing tip-toe, more disposed to strike than to negotiate, unless it could dictate, and implacable always towards England and all who were supposed to sympathize with this power. After exactions and humiliations hard to bear, the plenipotentiaries were compelled to return home without being received officially by the intoxicated government to which they had been addressed, but not before they had encountered the masterly ability of Talleyrand, who, in reply to their statement of the *Claims* of the United States, presented the *Counter-Claims* of France. Though remaining in Paris merely on sufferance, they had unofficial interviews with various agents of the republic, and even with Talleyrand himself; but without dwelling on details which are not pertinent to this occasion, it is enough to say, that, while refusing to offer a loan or a bribe, they were able to declare frankly to Talleyrand "that France had taken violently from America more than fifteen millions of dollars, and treated us in every respect as enemies"—(*Wait's American State Papers*, vol. 3, p. 497;) and also to receive from Talleyrand a concession, recorded in one of their despatches, that "some of these claims were probably just;" with the inquiry, "whether, if they were acknowledged by France, we could not give a credit as to the payment—say for two years?"—(*French Spoliations, Ex. Doc.*, 1826, p. 487.) Here again was an admission which must not be forgotten.

The return of our plenipotentiaries without satisfaction was aggravated by the unveiled circumstances of an attempted negotiation which an eminent continental writer has not hesitated to brand as "unique in the annals of diplomacy." (*Garden, Traités de Paix*, tom. 6, p. 120.) The American plenipotentiaries had been invited to pay a *gratification* of twelve hundred thousand francs, and the whole desperate intrigue, conducted by persons entitled in the correspondence X, Y, Z, was published to the world. The country was indignant, and war seemed to be imminent. By various acts of legislation Congress made the proper preparations, and Washington was summoned from his retirement to gird on his sword once more, as lieutenant general. But the claims for French spoliations were never absent from the mind. By act of the 28th May, 1798, public vessels of the United States were authorized to capture all "armed vessels of the republic of France, *which have committed*, or shall be found

hovering on the coast of the United States for the purpose of committing *depredations on vessels belonging to citizens thereof;*" and this statute was introduced by a preamble asserting "*depredations on the commerce of the United States* a violation of the law of nations and of treaties." By act of June 13, 1798, all commercial intercourse was suspended between the United States and France, until the "government of France shall clearly disavow, and shall be found to refrain from *the aggression, depredations, and hostilities by them encouraged and maintained against the vessels and other property of the citizens of the United States.*" By act of June 25, 1798, merchant vessels of the United States were authorized to resist search, or seizure, by any French armed vessel; to repel assaults and to capture the aggressors, until "the government of France shall cause the commanders and crews of all armed French vessels, *to refrain from the lawless depredations and outrages hitherto encouraged and authorized by that government against the merchant vessels of the United States.*" By act of July 7, 1798, the treaties with France were declared to be no longer obligatory on the United States; and this statute was introduced by a preamble asserting that "*the just claims of the United States for reparation of injuries* had been refused, and their attempts to negotiate an amicable adjustment of all complaints between the two nations had been repelled with indignity." Thus, by express term, in repeated acts at the time, did Congress recognize the validity of these claims.

By these vigorous measures the rights of these claimants were asserted, and the country was put in an attitude of defence. The French Directory became less intolerable, and negotiations were invited again, with the assurance that the former rudeness should not be renewed. John Adams was now President, and for the sake of peace he seized the opportunity of this overture, by appointing Chief Justice Ellsworth, Patrick Henry, and William Van Murray as a second triumvirate of plenipotentiaries to France. As Mr. Henry declined, Mr. Davie, of North Carolina, was substituted in his place. In adjusting the instructions President Adams himself took a personal part, as appears by a letter to the Secretary of State, where he says: "The principal points, *indeed all the points,* of the negotiation, were so minutely considered and *approved by me and all the heads of department* that nothing remains but to put them into form and dress, which service I pray you to perform as promptly as possible."—(*Adams's Works*, vol. 1, p. 553.) But "all the points" were three only. 1st. Indemnity for spoliations of American commerce. 2d. The unquestionable wrong of seizing American vessels for the want of the papers known to French law as *rôle d'équipage.* And 3d. The refusal to renew the treaty guarantee of the French West Indies. Such were the *ultimata* originally settled by the President and his cabinet on the 4th March, 1799, and afterwards fully developed in the elaborate instructions of Mr. Pickering, dated 22d October, 1799, which, after announcing that "the conduct of the French republic would well have justified an immediate declaration of war on the part of the United States," proceeded to declare, as the first point, that the plenipotentiaries, "*at the opening of the negotiation,* will inform the French ministers that the United States expect from France, *as an indispensable condition of the treaty,* a stipulation to make to the citizens of the United States *full compensation for all losses and damages* which they shall have sustained by reason of irregular or illegal captures, or condemnation of their vessels and other property." And the instructions end as they began, by declaring, as first among the *ultimata,* "that an article be inserted for establishing a board with suitable powers to hear and determine the claims of our citizens, and *binding France to pay or secure payment of the sums which shall be awarded.*"—(*French Spoliations, Ex. Doc.*, 1826, p. 562, 575.) Mark here the positiveness of the assertion.

These instructions to our plenipotentiaries attest the interest of our government in securing these indemnities. Placed first among the *ultimata* adopted

in the councils of President Adams, they were placed first in the diplomatic instructions. But there is yet other evidence of their character and amount. The Secretary of State, in a report to Congress, dated January 18, 1799, after attributing them to French feeling on account of the British Treaty, proceeds to characterize them in remarkable words: "Yet that treaty had been made its chief pretence for these unjust and cruel depredations on American commerce, which have brought distress on multitudes, and ruin on many of our citizens, and occasioned *a total loss of property to the United States of probably more than twenty millions of dollars.*"—(*French Spoliations, Ex. Doc.*, 1826, p. 480.) Such were the outrages for which our plenipotentiaries were to seek redress.

The Directory had ceased to exist; but on reaching Paris the plenipotentiaries were cordially received by Talleyrand, the Citizen Minister of Foreign Affairs, who without delay presented them to the First Consul, as he was about to mount for that wonderful campaign which, beginning in the passage of the Alps, ended at Marengo. Negotiations commenced at once, and Joseph Bonaparte, the elder brother of the First Consul, afterwards king of Spain, was placed at the head of the commission on the part of France. Appreciating, as they announced, "the value of time," the American plenipotentiaries, in a brief note on the 7th April—the very day when the exchange of powers had been completed—proposed "an arrangement *to ascertain and discharge the equitable claims of citizens* of either nation upon the other, whether founded in contract, treaty, or the law of nations;" all of which was to be done in order "to satisfy the demands of justice, and render a reconciliation cordial and permanent."—(*French Spoliations, Ex. Doc.*, 1826, p. 581.) Thus distinctly were these claims presented at the very threshold. The French plenipotentiaries in their prompt reply admitted that "the *first object* of the negotiation ought to be the determination of the regulations, and the steps to be followed for the *estimation and indemnification of injuries for which either nation may make claim for itself* or for any of its citizens."—(*Ibid.*, p. 581.) Here was the suggestion of claims, not only "individual," but also "national," under which loomed the *Counter-Claims* of France.

The American plenipotentiaries, while professing to be free from "apprehension of an unfavorable *balance*," protested against the consideration of any "national" claims until some "convenient stage of the negotiation, after it shall be seen what arrangement would be acceptable for the *claims of citizens*."—(*Ibid.*, p. 582.) The French plenipotentiaries rejoined by enforcing "national" as well as "individual" claims.—(*Ibid.*, p. 583.) The issue seemed to be made. On the one side were the "individual" claims of American citizens, on the other side the "national" claims of France. The American plenipotentiaries were not authorized to recognize the "national" claims. The French plenipotentiaries were not authorized to recognize the "individual" claims, without a previous recognition on our part of the "national" claims. At last, after various efforts at harmony, it was officially announced that "the negotiation was at a stand on the part of France," as her plenipotentiaries were constrained by the instructions of the First Consul "to make the acknowledgment of former treaties the basis of negotiation *and the condition of compensation*."—(*Ibid.*, p. 609.) The First Consul was then on the Italian slope of the Alps, about to pounce upon the astonished Austrians. Claims and Counter-Claims were at that moment of little interest to him.

Thus far the committee have exhibited the origin and history of the claims of the United States. But the time has come to change the scene, and to exhibit those Counter-Claims which played such a part in the successive negotiations, and finally produced that *dead lock*, when the two powers stood face to face with antagonist claims, unable to go forward, and unwilling to go backward.

COUNTER-CLAIMS OF FRANCE, THEIR ORIGIN AND HISTORY.

II. The Counter-Claims of France differ widely in character from the Claims of American citizens. They were not "individual," but "national," and they were founded on alleged violations of treaty stipulations, assumed by the United States in return for the aid of France in the establishment of national independence. In the course of the protracted controversy between the two republics they were detailed in numerous official notes; but they were brandished by Talleyrand, with offensive skill and effect, in the very faces of our insulted plenipotentiaries, under date of March 18, 1798, when, while driving them from Paris, he insisted "that the *priority of grievances and complaints belonged to the French republic*, and that these complaints and these grievances were as real as numerous long before the United States had the least ground of claim."—(*French Spoliations, Ex. Doc.*, 1826, p. 490.) A careful inquiry will enable us to see that this allegation, thus confidently uttered, was not without a certain foundation; and here we must repair to the history of our country.

The triumph with which our war of independence happily ended came tardily, after seven years of battle, suffering and exhaustion, but it was hastened, if not assured, by the generous alliance of France. From Bunker Hill to Saratoga it was chequered with gloom, which even the surrender of Burgoyne did not suffice to dispel. Then came the dreary winter of Valley Forge, when soldiers of Washington, after treading the snows barefoot, were obliged for want of blankets to huddle all night by the fires, and even the stout heart of the commander-in-chief bent so far as to announce, in a formal letter to Congress, that "unless some great and capital change takes place, the army must be inevitably reduced to one or the other of three things—starve, dissolve, or disperse." But the scene was changed when the glad tidings came that France, by solemn treaty signed by Franklin, February 6, 1778, had bound herself to "guarantee to the United States their liberty, sovereignty and independence, absolute and unlimited." The camp broke forth with the mingled joy of the soldier and patriot, as it turned gratefully to Lafayette, who was already by the side of Washington, the forerunner of the armies and navies now promised to our cause. Congress took up the strain of joy, and, by a unanimous vote, ratified the treaty which opened to our country the gates of the future.

It would be difficult to estimate the value of this treaty in money, especially when we consider its consequences. According to the report of Calonne, the French minister of finance, the war which ensued in the support of this guaranty cost France fourteen hundred and forty millions of francs, or about two hundred and eighty millions of dollars. But French blood, more costly than money, was shed on land and sea in the same cause, until at last the army of Cornwallis surrendered at Yorktown to the allied forces of Rochambeau and Washington, and the war closed by the recognition of the independence of the United States. If liberty be priceless—if life be priceless—then was the aid lavished by France infinite beyond calculation.

But the engagements were not all on the side of France. Beyond the gratitude due for this powerful alliance, there were express obligations solemnly assumed by the United States, not only in the treaty of alliance, but also in the treaty of amity and commerce negotiated on the same day. These obligations, constituting the consideration of the mighty contract, were of two classes: first, a guaranty by the United States of the possessions of France in America; and, secondly, important privileges for the armed ships of France, with a promise of American convoy to French commerce.

(1.) The terms of the guaranty are as follows: "The two parties guarantee, *mutually*, from the present time *and forever*, against all other powers, to wit: the United States to his most Christian Majesty, *the present possessions of the*

crown of France in America, as well as those which it may acquire by the future treaty of peace. And his most Christain Majesty guarantees, on his part, to the United States, *their liberty, sovereignty, and independence, absolute and unlimited*, as well in matters of government as commerce, and also their possessions, and the additions or conquests that their confederation may obtain during the war, from any of the domains now or heretofore possessed by Great Britain in North America."—(Art. II.) And in order to fix more precisely the sense of this article, it was further stipulated between the two contracting parties, that "*in case of rupture* between France and England, the reciprocal guarantee shall have full force and effect the moment such war shall break out; or if no rupture took place, then the guaranty shall not take place until the moment of the cessation of the present war between the United States and England shall have ascertained their possessions."—(*Statutes at Large*, vol. 8, p. 10.) The possessions of France in America at this date were the islands of St. Domingo, Martinique, Guadalupe, St. Lucia, St. Vincent, Tobago, Deseada, Mariegalante, St. Pierre, Miquelon, Granada, and Cayenne, on the main land—each and all of which the United States undertook to guaranty to France *forever*. Here, then, was a *continuing guaranty*, so far as this term of the law may be applied to an international transaction, which, beginning "in case of rupture between France and England," was to be effective after "the cessation of the war between the United States and England," and was to continue "forever."

The terms of the "guaranty" are general, and it was "forever." Even if it be limited to a *defensive* war, it would be difficult to say that France was not engaged in such a war, with the added condition that it was a war waged by a combination of kings to overcome a republic. France was alone, while the royalties of Europe gathered their forces against her. It was only after the execution of the King that England joined this array, lending to it invincible navies. But, according to official avowals, it was what King George called "the atrocious act recently perpetrated at Paris," that finally prompted the part she undertook, (*Ann. Reg.*, 1793, *State Papers*, 229;) and her real object, in the language of Mr. Fox, was "no other than the destruction of the internal government of France." The case was unprecedented; but it is difficult to say that it did not come under the "guaranty." The *casus fœderis* had occurred. If France did not exact its performance, that is no reason why our obligations should be disowned, when, at the present moment, we are trying to arrive at some appreciation of their extent. But a careful examination of the words of the treaty shows that the "guaranty" originally became obligatory, on the occurrence of a *rupture between France and England*. Nothing is said or suggested as to the character of the war, whether offensive or defensive. It is enough that there was a "rupture." In such a case the "guaranty," according to the illustration of Cicero, was *tanquam gladium in vaginâ*, at the disposal of France. And our Secretary of State, even while seeking to limit its application, seems to have seen it prospectively in this light, when in his instructions of July 15, 1797, to our plenipotentiaries, Messrs. Pinckney, Marshall and Gerry, he said, "our guarantee of the possessions of France in America will perpetually expose us to the risk and expense of war, or to disputes and questions concerning our national faith."—(*French Spoliations, Ex. Doc.*, 1826, p. 457.)

(2.) The treaty of amity and commerce contained a succession of mutual stipulations, by which the United States undertook, *first*, to protect and defend by their ships-of-war, or convoy any or all vessels belonging to French subjects, so long as they hold the same course, "against all attacks, force and violence, in the same manner as they ought to protect and defend" the vessels of citizens of the United States.—(Art. 6 and 7.) *Secondly*, to open their ports to French ships-of-war and privateers with their prizes, and to close them against those of any power at war with France, except when driven by stress of weather; and then "all proper means shall be vigorously used that they go out and retire as soon as

possible."—(Art. 17.) *Thirdly*, to allow French privateers "to fit their ships, to sell what they have taken, or in any other manner whatsoever to exchange their ships, merchandise, or any other lading;" but privateers in enmity with France were forbidden even to victual in ports of the United States.—(*Statutes at Large*, vol. 8, p. 13.) As if to round and complete these engagements, it was still further stipulated on the part of the United States, in a consular convention which, after many perplexities of diplomacy which Franklin could not overcome, was finally signed by Mr. Jefferson in 1788, as a postscript to the earlier treaties, that French consuls and vice-consuls in the United States should have power and jurisdiction on board French vessels in civil matters, with the entire inspection over such vessels, their crews, and the changes and substitutions there to be made.—(Art. 7. *Ibid.*, p. 112.)

Such, briefly recited, were the solemn engagements of the United States, sanctioned by treaties, as the price of independence. So long as France remained at peace with all the world, especially with Great Britain, these engagements slept unnoticed, but ready to spring into life at the first blast of war. At last that blast was heard, perhaps as never before in human history, echoing from capital to capital, and sounding a crusade of monarchical Europe against republican France. Out of all the ministers of foreign powers at Paris, the minister of the United States alone remained; the rest had fled.

But the minister of the United States saw at once the danger lowering upon his own country from the obligations of existing treaties. In a letter to the Secretary of State, dated December 21, 1792, (*American State Papers, Foreign Affairs*, vol. 1, p. 347,) after presenting a rapid sketch of the rising of Europe against France, he adds: "The circumstance of a war with Great Britain becomes important to us in more cases than one," and he then alludes to the "question respecting the *guarantee* of American possessions, especially if France should attempt to defend her islands." Notoriously Gouverneur Morris did not sympathize strongly with the French Republic, but, against all arguments for non-compliance with our original engagement, because the government with which they were made had ceased to exist, his sensitive nature broke forth in the "wish that all our treaties, however onerous, may be strictly fulfilled according to their true intent and meaning," which he followed in language foreign to the phrases of diplomacy, by picturing the honest nation as that which, like the honest man,

> Hath to its plighted faith and vow forever stood;
> And though it promised to its loss, yet makes that promise good.

In harmony with this exclamation of the plenipotentiary are the words of Vattel, an authority much quoted at the time, when he says: "To refuse an ally the succors due to him, without a just dispensation, is doing him an injury, and there being a natural obligation to repair the damage done by our fault, and especially by our injustice, we are bound to indemnify an ally for all the losses he may have sustained from our unjust refusal."—(*Vattel, Law of Nations*, book 3, cap. 6, section 94.)

Since the signature of the treaties the times had changed, and men had changed with them. There was no bad faith, in the ordinary sense of the term, on either side, but each was driven by intervening events and the exigencies of self-defence into unexpected inconsistencies of conduct. If on one side there was a neglect of original engagements, there was on the other side an equal neglect of international duties. The tornado, in its mad career, had uprooted old landmarks, and each was striving to find new lines of reciprocal relations. Franklin, when he signed the "guaranty," did not expect so soon to call down upon his country the lightnings of an embattled world; nor did France, while formally conceding neutral rights on the ocean and assuring our national independence, expect so soon to become the plunderer of our commerce. But the great tragedy of the time would not have been complete if its domineering Nemesis had suffered the two republics to dwell in harmony together. They were

whirled, on each side, into those questionable acts out of which have sprung the Claims and Counter-Claims now under consideration.

A new French minister was at hand, accredited to President Washington, with instructions from his government. Already there were differences of opinion in the cabinet as to the obligations of the guaranty, some holding that it had expired with the French monarchy, and others that the war on which France had entered was not defensive, so that the *casus fœderis* had not arrived. After ample discussion the proclamation of neutrality was put forth, April 22, 1793, destined to become one of the turning-points of our history. Chief Justice Marshall, whose opportunities of information were unquestionable, has let us know that the proclamation was "intended to prevent the French minister from demanding *the performance of the guaranty contained in the treaty of alliance.*" But before the proclamation had reached France, orders, in direct repugnance to the treaties with the United States, had been issued there for the capture and forfeiture of enemies' goods on board neutral vessels; whereas it had been stipulated that free ships should make free goods, so that even if the denial of the "guaranty" was wrong, and the proclamation, according to French accusation, was "insidious," the United States were not the first on the list of offenders.

On the day of the issue of the proclamation news came by the journals that Genet, the new French minister, had landed at Charleston, where, amidst the darkest days of the revolution, Lafayette had first landed also. Full of the conviction that France had only to speak in the United States, and her cause would be sustained, he exalted himself at once above the government. By his instructions from the executive council of the French republic, dated 17th of January, 1793, he was enjoined "to penetrate profoundly the sense of the treaties of 1778, and to watch over the articles favorable to the commerce and navigation of the United States, and to make the Americans consider engagements which might appear onerous *as the just price of the independence which the French nation had secured to them.*" But not content with the existing safeguards, the new minister was to negotiate a new treaty, in order to fix more surely "the *reciprocal guaranty* of the possessions of the two powers."—(*Gebhardt's American and French State Papers*, vol. 1, pp. 9 and 10.) In this spirit he commenced a turbulent career, charging offensively that the President was in a hurry, before knowing what the minister had to communicate from the French republic, "to proclaim sentiments on which decency and friendship should at least have drawn a veil;" "that he took on himself to give to our treaties arbitrary interpretations absolutely contrary to their true sense, and that he left no other indemnification to France for the blood she spilt, for the treasure she dissipated, in fighting for the independence of the United States, but the illusory advantage of bringing prizes into their ports without being able to sell them;" and "that the Secretary of War, on his communication of the wish of the Windward Islands to receive promptly some fire-arms and some cannon, which might put into a state of defence *possessions guarantied by the United States*, had the front to answer, with an ironical carelessness, that the principles established by the President did not permit him to lend so much as a pistol."—(*American State Papers. Foreign Affairs*, vol. 1, pp. 173, 174.) In another letter the French minister, under date of June 8, 1793, requires that "the federal government should observe the public engagements contracted, and give to the world the example of a true neutrality, which does not consist in the cowardly abandonment of friends at the moment when danger menaces."—(*French Spoliations, Ex. Doc.*, 1826, p. 193.) And in still another letter, dated June 22, 1793, he declares that "it is in the conventional compacts, taken collectively, that we ought to seek contracts of alliance and of commerce simultaneously made, if we wish to take their sense and interpret faithfully the intentions of the people who cemented them, and of the men of genius who dictated them."—(*Ibid*, p. 199.) All of which was followed by another letter, dated November 14, 1793, in

which the minister says categorically: "I beg you to lay open to the President the decree and the enclosed note, and to obtain from him the earliest decision, *either as to the guaranty I have claimed the fulfilment of for our colonies*, or upon the mode of negotiation of the new treaty I was charged to propose to the United States, which would make of the two nations but one family."—(*Ibid*, p. 281.) At last Genet was dismissed, but the question of our engagements with France could not be dismissed. It was in itself more menacing than any minister. Without it all the turbulence of Genet would have been as the idle wind.

And yet, for a while, each party seems to have practiced a certain reserve on this question. Genet stormed, but the government at home was tranquil. The "guaranty" was suspended, even in discussion. France forbore, for the present, to press it, and the United States were happy to avoid the overshadowing question. The Secretary of State, in his instructions to Mr. Monroe at Paris, dated June 10, 1794, while insisting "upon compensation for the captures and spoliations of our property, and injuries to the persons of our citizens by French cruisers," was careful to add: "If the execution of the *guaranty* of the French islands by force of arms should be propounded, you will refer the republic of France to this side of the water."—(*American State Papers, Foreign Affairs*, vol. 1, p. 668) And Mr. Monroe, in his correspondence, under date of September 15, 1794, says: "This republic had declined calling on us to execute the guaranty, from a spirit of magnanimity, and a strong attachment to our welfare;" but he reveals his anxiety "lest an attempt to press our case might give birth to sentiments of a different kind, and *create a disposition to call on us to execute that of the treaty of alliance*."—(*Ibid.*, p. 675.) And in another letter, dated November 7, 1794, describing an interview with the very able diplomatic committee, he confesses the embarrassment he had encountered when M. Merlin twice over asked, "Do you insist on *our* executing the treaty?" And he gives his reply, "that he was not instructed by the President to insist upon it, nor did he insist upon it;" and he avows that, in his opinion, such insistance would have been impolitic, as "exciting a disposition to press us on other points, *upon which it were better to avoid any discussion*."—(*Ibid.*, p. 87.) There is other testimony of this nature, which it is unnecessary to produce. Suffice it to say, that for some time during the mission of Mr. Monroe there was a lull in our discussions with the French republic—destined, however, to be followed by a storm.

The forbearance of the French at this moment appears more remarkable, when it is considered that the occasion for the "guaranty" had begun to be urgent. The British navy, even before Howe's great victory of June, which annihilated the French fleet, swept the sea, so as to render all the French possessions insecure. Tobago, Martinique, St. Domingo, St. Lucia, and Guadalupe, were lost to the republic in the spring of 1793, so that the British historian has written: "Thus, in little more than a month, the French were entirely dispossessed of their West India possessions, with hardly any loss to the victorious nation."—(*Alison's History*, vol. 3, p. 396, chap. 16.) But the "guaranty" was invoked by the impatient colonists, who, without waiting the action of the French republic, appealed directly to the Congress of the United States for "divers necessary succors—of provision, ammunition, and even men," and in impassioned language pictured "England coming to take possession of French colonies in the name of a king without dominions, and North America unable to lend a helping hand against the perfidy."—(*American State Papers, Foreign Affairs*, vol. 1, p. 326.) But the French government at home did not at this moment share the fury of the colonists. According to Mr. Monroe, in his letter of December 2, 1794, whatever may have been their desires at a previous stage, they did not wish us now "to embark with them in the war, but would rather that we would not, from an idea that it might diminish their supplies from America; and if the point depended upon them, they would leave us to act

according to our own wishes;" at the same time, they evidently looked to us "for aid in the article of money."—(*Ibid.*, p. 688.) But this moderation, although a temporary waiver of rights, was in no respect a renunciation of them. According to Mr. Jefferson, in a letter written some months after his retirement from the cabinet, and addressed to Mr. Madison, under date of April 3, 1794, the "guaranty" was still obligatory upon us. "As to the guaranty of the French islands," he wrote, "whatever doubt may be entertained of the moment at which we ought to interpose, yet *I have no doubt but we ought to interpose at a proper time* and declare both to England and France that the islands are to rest with France, and that we will make *common cause* with the latter for that object."—(*Jefferson's Works*, vol. 4, p. 102.) Such was the testimony of one of our own statesmen at the time.

The West India islands were lost without causing an apparent smart in the republic at home; but it was different when the news came of Mr. Jay's negotiation in England. The republic was then stung to the quick, and when the treaty became known did not conceal its indignant anger. Its conduct towards the United States was changed. In a formal note, dated March 11, 1796, it set forth its complaints, dwelling especially upon the "inexecution of treaties," and upon the formation of the recent treaty with Great Britain, in which the United States "knowingly and evidently sacrificed their connexion with the republic."—(*American State Papers, Foreign Affairs*, vol. 1, p. 658.) In conversation with Mr. Monroe, the French minister said "that France had much cause of complaint against us, independently of our treaty with England, but that, by this treaty, ours with them was annihilated."—(*Ibid.*, p. 731.) The year closed with the recall of Mr. Monroe, and with a notice from the French government that "it will no longer recognize or receive a plenipotentiary from the United States, *until after a reparation of grievances*, which the republic has a right to expect." And then, as if to add ingratitude to the list of our offences, it declared an equal expectation "that the successors of Columbus, Raleigh, and Penn, always proud of their liberty, will never forget *that they owe it to France*."—(*Ibid.*, pp. 746, 747.) Meanwhile, M. Adet, the French plenipotentiary in Philadelphia, was addressing our government in a similar strain, calling for the discharge of our engagements, and heaping reproaches: "The undersigned, minister plenipotentiary of the French republic, now fulfils to the Secretary of State of the United States a painful but sacred duty. *He claims, in the name of American honor, in the name of the faith of treaties, the execution of that contract which assured to the United States their existence*, and which France regarded as the pledge of the most sacred union between two people the freest upon earth." And he charges the United States with "sacrificing France to her enemies, and forgetting the services that she had rendered, and throwing aside the duty of gratitude, as if ingratitude were a governmental duty."—(*Ibid.*, pp. 579, 583.) From this time forward the Claims of the United States never failed to encounter the Counter-Claims of France.

That mutual coquetry which had characterized the two governments during the mission of Mr. Monroe gave way to mutual recrimination and repulsion, where France, however, took the lead. M. Adet was recalled from Philadelphia; Mr. Pinckney was sent away from Paris. Three fatal decrees were launched at our commerce, letting loose a new brood of spoliations, destined to enlarge those claims which are now under consideration: first, that the republic will treat all neutrals in the same manner as they shall suffer the English to treat them; secondly, that the stipulations of the treaty of 1778, which concern the neutrality of the flags were altered and suspended, in their most essential points, by the treaty with England; and thirdly, still another, enlarging the list of contraband, declaring Americans in the service of England pirates, and authorizing the seizure of all American vessels without a *rôle d'équipage*, which notoriously

no American vessel ever carried, so that our flag was delivered over to the depredation of every French cruiser.

Then came that triumvirate of plenipotentiaries, Messrs. Pinckney, Marshall, and Gerry, who were particularly instructed by our government, while urging the multiplied claims of our citizens, already valued at "more than twenty millions of dollars," to propose "a substitute for the reciprocal guarantee;" or, "if France insists on the mutual guarantee, to aim at some modification of it;" "instead of troops or ships-of-war, to stipulate for a moderate sum of money or quantity of provisions, at the option of France—the provisions to be delivered at our own ports, in any future *defensive* wars; the sum of money, or its value in provisions, not to exceed two hundred thousand dollars a year, during any such war."—(*American State Papers*, vol. 2, p. 155.) Here was a recognition by the United States of the "guaranty," and a sum offered for a release from its requirements. But the French republic, drunk with triumph and with anger, was in no mood for negotiation.

It met our plenipotentiaries with an intrigue already mentioned as unparalleled in the history of diplomacy, and, after tolerating their presence for a while at Paris, without granting them an official reception, it sent them away, disappointed and dishonored. But even in the informal relations which had been established, Talleyrand, in the name of the republic, advanced and vindicated the Counter-Claims of France. Without dwelling at length on his argument, it is enough for the present purpose to quote his precise words in a letter to Mr. Gerry, of June 15, 1789: "*The French republic desires to be restored to the rights which the treaties with your republic confer upon it, and through these means it desires to assure yours. You claim indemnities; it equally demands them;* and this disposition, being as sincere on the part of the United States as it is on its part, will speedily remove all the difficulties."—(*French Spoliations, Ex. Doc.*, 1826, p. 529.) Thus plainly was the case stated. It was not denied that indemnities were due to the United States, but it was insisted that they were also due to France.

The relations of the two countries, once allies, were now of the most painful character. Washington was no longer President; but his farewell address, in some of its most important parts, was evidently inspired by the Counter-Claims of France—especially when, from the depths of his own experience, he warned his fellow-countrymen "to steer clear of *permanent alliances* with any portion of the world, *so far as we are at liberty now to do it;*" "to have with foreign nations as little *political* connexion as possible;" "to be constantly awake against the insidious wiles of foreign influence;" and then asked in well-known words, "why quit our own to stand on foreign ground? Why, by *interweaving our destiny with that of any part of Europe*, entangle our peace and prosperity in the toils of European ambition, rivalship, interest, humor or caprice?" In these remarkable words, where the same tone, if not the same lesson, recurs, we may discern the undissembled anxieties of the hour. By the guarantee and other stipulations of 1778, our peace and prosperity had been entangled, even if our destiny had not been interwoven, in distant toils. France was urgent and brutal. War seemed impending. At last another triumvirate of plenipotentiaries, Messrs. Ellsworth, Davie and Murray, was commissioned to attempt again the adjustment of those complications which had thus far baffled the wisdom of Washington; but compensation for the "individual" claims of American citizens was required as the indispensable condition of the treaty which they were to negotiate.

Such is the origin and history of the Counter-Claims of France. And now again in this review we are brought to the very point where the committee had arrived in exhibiting the Claims of the citizens of the United States. The plenipotentiaries on each side have met to negotiate while the First Consul has

gone to Marengo. On each side they are equally tenacious. There is a deadlock. How this was overcome belongs to the next chapter.

ADJUSTMENT BETWEEN THE UNITED STATES AND FRANCE BY THE SET-OFF AND MUTUAL RELEASE OF CLAIMS AND COUNTER-CLAIMS.

III. The rules of duty and of conduct which prevail between individuals are applicable also to nations, and the proceedings on this occasion illustrate this principle. The two parties could not agree. Clearly, then, for the sake of harmony, it was essential to postpone both Claims and Counter-Claims to some future day, with a view to a further negotiation, or, if this were not done, to treat them as a set-off to each other. Such, unquestionably, would have been the action in a matter between individuals. But the history of this negotiation shows the successive adoption of each of these modes. Postponement was first tried, but it gave way at last to *set-off*, by virtue of which the *international* controversy was closed. This conclusion was reached slowly and by stages, as will be seen in a simple narrative of the negotiation.

The plenipotentiaries on each side evinced at the outset a disposition in general terms to provide for reciprocal claims; but the claims specified by the American plenipotentiaries were those of "*citizens* of either nation," while those specified by the French plenipotentiaries were those which "either nation may make *for itself* or any of its citizens." In this difference of specification was the germ of the antagonism which was soon developed, especially when the American plenipotentiaries proposed to recognize the treaties and consular convention as existing between France and the United States only to July 7, 1798, the date of the statute by which Congress undertook to annul them. This distinction seems to have been unnecessary, for the French spoliations were clearly as much in contravention of the law of nations as of the treaties. But it furnished to the French plenipotentiaries the opportunity of declaring, under date of May 6, 1800, that "the instructions of the ministers of the French republic have pointed out to them the treaties of alliance, frendship, and commerce, and the consular convention *as the only foundations of their negotiations;* that upon these acts has arisen the misunderstanding, and that upon these acts union and friendship should be established."—(*French Spoliations*, 1826, p. 591.) Thus were the treaties put forward by France; and our plenipotentiaries, in their communication with their own government, dated May 17, 1800, testify to the persistency of their efforts when they wrote, "Our success is yet doubtful. The French think it hard to indemnify for violating engagements, *unless they can thereby be assured to the benefits of them.*"—(*Ibid.*, p. 607.) But on this point our government was inexorable.

The return of the First Consul from Italy was signalized by fresh instructions to the French plenipotentiaries, who proceeded to declare, under date of August 11, 1800, (*ibid.*, p. 616,) that "the treaties which united France and the United States are not broken, and that their first proposition is to stipulate a full and entire recognition of the treaties, and the reciprocal engagements of compensation for damages resulting on both sides from their infractions." Here, again, the "individual" claims of citizens of the United States were doomed to encounter the "national" claims of France. And this communication concluded with a formal proposition in these words: "Either the ancient treaties, with the privileges resulting from priority and the stipulation of reciprocal indemnities, or a new treaty without indemnity." Thus it stood—Claims and Counter-Claims.

The American plenipotentiaries were driven to choose between an abandonment of the negotiations and an abandonment of their instructions. It was clear, from the French persistency, that the treaties, with all the Counter-Claims, must be recognized, or the indemnities, with all the Claims, must be sacrificed. The

American plenipotentiaries then took the extraordinary responsibility of a proposition which not only testifies to their earnest desire for a settlement, but also to their sense of the pressure from France. It was nothing less than a price, in money, for a release from certain stipulations; but this was to be accomplished by "a reciprocal stipulation for *indemnities limited to the claims of individuals.*" The French plenipotentiaries, in reply, insisted upon the recognition of the treaties in general terms, and also the rights of their privateers in our ports; but they offered to commute the guaranty for a sum of money. The American plenipotentiaries, hampered by the recent treaty with Great Britain, were obliged to reject this proposition; but, after requiring the satisfaction of "individual" claims, they offered, in general terms, that "the former treaties should be renewed and confirmed, and have the same effect as if no misunderstanding between the two powers had occurred;" and further, that, *in consideration of eight millions of francs*, the United States shall be released from the guaranty, and also from those other articles relating to prizes which had caused so much embarrassment.—(*French Spoliations, Ex. Doc.*, 1826, pp. 615–629.) But the French plenipotentiaries assumed a new position in the following reply, under date of September 4, 1800.—(*Ibid.*, 630:)

"*To the Ministers Plenipotentiary of the United States at Paris:*

"We shall have the right to take our prizes into the ports of America.

"A commission shall regulate the indemnities which either of the two nations may owe to the citizens of the other.

"*The indemnities which shall be due by France to the citizens of the United States shall be paid for by the United States. And, in return for which, France yields the exclusive privilege resulting from the 17th and 22d articles of the treaty of commerce, and from the rights of guarantee of the 11th article of the treaty of alliance.*

"BONAPARTE.
"C. P. CLARET FLEURIEU.
"ROEDERER."

Here was the first proposition of *set-off* between the two powers. On the one side were the "indemnities due by France to citizens of the United States," and on the other side were the "privileges and rights" under the treaties; but it will not fail to be remarked that *the indemnities due by France were to be paid by the United States.* This proposition proceeded obviously on the idea that the Counter-Claims of France were at least equal in value to the Claims of the United States, and that the release of the former was a sufficient consideration for the assumption of the latter; but it was entirely beyond the powers of the American plenipotentiaries, who, in their reply, pronounced it "inadmissible." It revealed, however, the desire of France to escape any payment of money, as only a few days later was openly avowed by the French plenipotentiaries, "giving as one reason the utter inability of France to pay in the situation in which she would be left by the present war."—(*Ibid.*, p. 633.) This declared inability served to explain the difficulties which the American plenipotentiaries had encountered. Evidently, there was a "foregone conclusion" that no money was to be paid by France. The Counter-Claims furnished the obvious *substitute.* But as these were "national," while the Claims of the United States were "individual," there could be no just *set-off* between them, unless the American government assured to its citizens the payment of what was due from France, according to the proposition of the French plenipotentiaries.

The American plenipotentiaries were disheartened. There was nothing in their instructions to enable them to meet the new and unexpected turn of affairs. The treaty, which they had striven to negotiate, seemed to elude their grasp. They have recorded in their journal, under the date of September 13, 1800, that,

"being now convinced that the door was perfectly closed against all hope of obtaining indemnities with any modification of the treaties, it only remained to be determined whether, under all circumstances, it would not be expedient to attempt *a temporary arrangement*."—(*Ibid.*, p. 634.) But the French plenipotentiaries did not proceed to the consideration of this proposition without insisting, "first, that a stipulation of indemnities carries with it the full and entire admission of the treaties; and, secondly, that the relinquishment of the advantages and privileges stipulated by the treaties, by means of the reciprocal relinquishment of indemnities, would prove to be the most advantageous arrangement, and also the most honorable to the two nations."—(*Ibid.*, p. 636.) Here, again, was a proposition of *set-off*, which was repeated in other different forms.

But the *dead-lock* which had clogged the negotiation, even at the beginning, was now complete. The American plenipotentiaries announced to their government that they "were driven to quit France," or to find some other terms of adjustment. The latter alternative was adopted, and the negotiation was renewed, with the understanding "that the parties put off to another time the discussion of the indemnities and the treaties."—(*Ibid.*, p. 687.) The other questions of a general character furnished no ground of serious controversy; and the conferences proceeded tranquilly, from day to day, till September 30, 1800, when the negotiation resulted in what was entitled a "*Provisional* treaty." The title, which revealed its temporary character, was subsequently changed, at the request of the French plenipotentiaries, to that of convention, which it now bears in the statute-book.

The convention, after declaring in its first article that "there shall be a firm, inviolable, universal peace, and a true and sincere friendship, between the French republic and the United States of America," proceeded in the next article to stipulate as follows, (*Statutes at Large*, vol. 8, p. 178:)

ARTICLE II. The ministers plenipotentiary of the two parties, not being able to agree at present respecting the treaty of alliance of February 6, 1778, the treaty of amity and commerce, of the same date, and the convention of 14th of November, 1788, nor upon the indemnities mutually due or claimed, the parties will negotiate further on these subjects at a convenient time, and until they may have agreed upon these points the said treaties and convention shall have no operation, and the relations of the two countries shall be regulated as follows:

By the language of this article, the disagreement of the plenipotentiaries of the two parties with regard to the early treaties and the indemnities mutually due or claimed is specifically declared, and it is then provided that "the *parties* will negotiate further on this subject at a convenient time," which means, of course, that hereafter, at a more auspicious moment, and with other plenipotentiaries, "the parties" will attempt to reconcile this disagreement. The whole subject, with its eight years of controversy and heart-burnings, was postponed. Claims and Counter-Claims were left to sleep, while the spirit of peace seemed to descend upon the two countries.

The convention was signed at Morfortaine, the elegant country home of Joseph Bonaparte, and the occasion was turned into a festival, illustrated afterwards by the engraving of Piranesi, where nothing was wanting that hospitality could supply. The First Consul was there, with his associates in power; also Lafayette, the friend of our country, rescued from his Austrian dungeon and restored to France; and there also were the plenipotentiaries of both sides, and the American citizens then in France, all gathered in brilliant company to celebrate the establishment of concord between the two republics.—(*Memoires du Roi Joseph*, tom. 1, p. 94.) The First Consul proposed as a toast, "The manes of the French and the Americans *who died on the field of battle for the independence of the New World*;" so that even at this generous festival, to grace a reconciliation founded on a postponement of Claims and Counter-Claims, the youthful chief, whose star was beginning to fill the heavens, proclaimed the un-

dying obligations of the United States to France. This strain has been adopted also by M. Thiers, who, after referring to this convention as the first that was concluded by the consular government, says, "It was natural that the reconciliation of France with the different powers of the globe should begin with *that republic to which she had in a measure given birth.*" But the great historian, while thus recording our obligations to France, shows how Claims and Counter-Claims had been postponed. "The First Consul," he says, "had allowed the difficulties relative to the treaty of alliance of 1778 to be adjourned; but, on the other hand, he had required the adjournment of the claims of the Americans relative to captured vessels."—(*Histoire du Consulat*, tom. 2, liv. 7.) In this summary, the stipulations of the convention at the time of its signature are accurately stated. But, however imperfect, it was the first in that procession of peace, embracing Lunéville, Amiens, and the Concordat, which for a moment closed the temple of Janus opened by the Revolution in France.

The ratification of the First Consul followed the celebration at Morfortaine, so that the convention, with its postponement of mutual claims, was definitely accepted by France, It was otherwise in the United States, where the result was not regarded with favor. The postponement of a controversy is not a settlement, and here was nothing but a postponement, leaving the old cloud still hanging over the country, ready to burst at the demand of England or of France. It was important that the early treaties, with their entangling engagements, should cease to be recognized, even as a subject of future negotiation. In this spirit the Senate of the United States, when the convention was submitted for ratification, expunged the 2d article, providing that "the parties will negotiate further on these subjects," and limited the convention to eight years. On the 18th of February, 1801, President Adams, by a proclamation, countersigned by John Marshall, as Secretary of State, published the convention as duly ratified, "saving and excepting the 2d article, which was declared to be expunged, and of no force or validity."—(*Statutes at Large*, vol. 8, p. 192.) The precise effect of this proceeding was not explained, and it remained also to see how it would be regarded in France.

Were the Claims on France abandoned? This was the question which occupied the attention of our minister, Mr. Murray, who had been charged to exchange with France the ratifications of the convention as amended by the Senate. Reporting to the government at home his conference with the French plenipotentiaries, he said, "I fear that they will press an article of formal abandonment on our part, *which I shall evade.*"—(*French Spoliation*, 1826, p. 666.) He hoped to keep still another chance for indemnities. On the other hand, the French plenipotentiaries feared that an unconditional suppression of the 2d article would leave them exposed to the Claims of the United States without any chance for their Counter-Claims; but they did not object to a mutual abandonment of indemnities, which Mr. Murray admitted would "always be *set off* against each other."—(*Ibid.*, 675.) At last the conclusion was reached, and on the 31st of July, 1801, the convention was ratified by the First Consul, with the addition limiting it to eight years, and with the retrenchment of the second article: "*Provided*, THAT BY THIS RETRENCHMENT THE TWO STATES RENOUNCE THE RESPECTIVE PRETENSIONS WHICH ARE THE OBJECT OF THE SAID ARTICLE." Such were the important words of final settlement. What had been left to inference in the amendment of the American Senate was placed beyond question by this French proviso. Claims and Counter-Claims were not merely suspended, but they were formally abandoned. The convention, with this decisive modification, was submitted to the Senate by President Jefferson, and again ratified by a vote of 22 yeas to 4 nays. On the 21st of December, 1801, it was promulgated by the President in the usual form, with the supplementary proviso, and all persons were enjoined to observe and fulfil the same, "and every clause and article thereof."

There is one aspect of this result which cannot fail to arrest attention. Here was a release of all the outstanding obligations of the United States under those famous treaties with France which assured national independence. The joy with which those treaties, ancient heralds of triumph, were originally welcomed in camp and Congress, has been already portrayed, and now a kindred joy prevailed when the country, anxious and sorely tried, was at last set free from their obligations, and American commerce, venturing forth again from its banishment, brought back its treasures to pour them into the lap of the people. Strange fate! There was joy at the birth of these treaties, and joy also at their death. But it was because their death had become to us, like their birth, a source of national strength and security.

Thus closed a protracted controversy, where each power was persistent to the last. Nothing could be more simple than the mode of adjustment, and nothing more equitable, *if we regard the two governments only*. The claims of each were treated as a *set-off* to the claims of the other, and *mutual releases* were interchanged, so that each, while losing what it claimed, triumphed over its adversary. But the triumph of the United States was at the expense of American citizens. Nothing is without its price, and new duties originating in this triumph at once sprang into being.

ASSUMPTION OF CLAIMS BY THE UNITED STATES, AND SUBSTITUTION OF UNITED STATES FOR FRANCE.

IV. The natural consequence of this set-off and *mutual release* was the assumption by our government of the original obligations of France to American citizens, and its complete *substitution* for France *as the responsible debtor*. This liability was completely foreseen by the American plenipotentiaries, Messrs. Pinckney, Marshall, and Gerry, who admitted that in case of a surrender of a certain class of these claims, the government at home would become responsible. These were their words, under date of November 8, 1797: "We observed to Mr. Bellamy that none of our vessels had what the French call a *role d'equipage;* and that, *if we were to surrender all the property* which had been taken from our citizens in cases where their vessels were not furnished with such a *role, the government would be responsible to the citizens for the property so surrendered,* since it would be impossible to undertake to assert that there was any plausibility in the allegation that our treaty required a *role d'equipage.*"—(*French Spoliations, Ex. Doc.*, 1826, p. 467.) This admission, which is so important in this discussion, was so clearly in conformity with correct principles that it was naturally made, even without special instructions from the government.

Had the claims on each side been "national," no subsequent question could have occurred, but each would have extinguished the other in all respects forever. It was the peculiarity of this case that on one side the claims were "national," and on the other side "individual." But a *set-off* of "individual" claims against "national" claims must, of course, leave that government responsible which has appropriated the "individual" claims to this purpose. The set-off and *mutual release* is between nation and nation; but if the claims on one side are only "individual," and not "national," the nation, which, *by virtue of this consideration*, has been released from "national" obligations, must be *substituted* for the other nation as debtor, so that every "individual" whose claims have been thus appropriated can confidently turn to it for satisfaction. On this point there can be no doubt, whether we regard it in the light of common sense, reason, duty, Constitution, or authority.

(1.) It is according to *common sense* that any "individual" interest appropriated to a "national" purpose must create a debt on the part of the nation, which, of course, is still further enhanced, if, through this appropriation, the

nation has been relieved from outstanding engagements already the occasion of infinite embarrassment, but hanging like a drawn sword over the future.

(2.) It is according to *reason*, that any person intrusted with the guardianship of particular interests becomes personally responsible for his conduct with regard to them, especially *if he undertakes to barter them* against other interests for which he is personally responsible. Thus, an attorney who sacrifices the claims of his clients to obtain the release of his own personal obligations becomes personally liable, and so also the trustee who appropriates the trust fund for any personal interest becomes personally liable. All this is too plain for argument, but it is as applicable to a nation as to an individual. In the case now before your committee, our government was attorney to prosecute the "individual" claims of citizens, and also trustee for their benefit, to watch and protect their interests, so that it was bound to all the responsibilities of attorney and trustee, absolutely incapacitated from any act of personal advantage, and compelled to regard all that it obtained, whatever form of value it might assume, whether money or release, as a trust fund for the original claimants.

(3.) *Duty*, also, in harmony with reason, enjoins upon government the protection of its citizens against foreign spoliations and the prosecution of their claims to judgment. Claimants are powerless as "individuals." Their claims can be made effective only when adopted by the nation. But this duty, so obvious on general principles, was re-enforced in the present case by the special undertaking of Mr. Jefferson, which has been already adduced, when he announced that he "had it in charge from the President to assure the merchants of the United States concerned in foreign commerce and navigation, that due attention will be paid to any injuries they may suffer on the high seas or in foreign countries." Clearly such a duty thus founded, and thus openly assumed, could not be abandoned, on *any inducement proceeding from France*, without a corresponding responsibility towards those citizens whose interests were allowed to suffer. A waiver of national duty, especially where made for the national benefit, must entail national obligation.

(4.) The *Constitution* also plainly requires what has seemed so obvious to common sense, reason, and duty, when it declares that "private property shall not be taken for public use *without just compensation*." But here "private property," to a vast amount, was taken for a "public use" of the highest character, involving the peace and welfare of the whole country; and down to this day the sufferers are petitioning Congress for that "just compensation" which is solemnly promised by the Constitution.

(5.) *Public law* is also in harmony with the Constitution in this requirement. According to Vattel, the sovereign may, in the exercise of his right of eminent domain, dispose of the property, and even the person, of a subject, *by a treaty with a foreign power;* "but," says this eminent authority, "as it is for the public advantage that he thus disposes of them, the state is bound to indemnify the citizens who are sufferers by the transaction."—(*Vattel, Law of Nations*, book 4, ch. 2, §12.) Words more applicable to the present case could not be employed.

(6.) The authority of great names confirms this liability of the United States on the present occasion. Among those who took part in the negotiations with France, there were none but Mr. Pickering and Chief Justice Marshall who still lingered on the stage when the subject was finally pressed upon Congress. Mr. Pickering had been Secretary of State under Washington and Adams, and drew the instructions to our plenipotentiaries. His testimony is explicit. Without giving his statement at length, it will be enough to quote these words, in a letter dated November 19, 1824, (Appendix to Mr. Clayton's speech, Senate, 1846:)

"Thus the government *bartered* the *just claim* of our merchants on France to obtain a relinquishment of the French claim for a restoration of the old treaties, especially the burdensome treaty of alliance, by which we were bound

to guarantee the French territories in America. On this view of the case, it would seem *that the merchants have an equitable claim for indemnity from the United States.* * * * It follows, then, that if the relinquishment had not been made, the present French government would be responsible; consequently, the relinquishment by our own government having been made in consideration that the French government relinquished its demand for a renewal of the old treaties, *then it seems clear that, as our government applied the merchants' property to buy off those old treaties, the sums so applied should be reimbursed.*"

But Chief Justice Marshall, who was one of the plenipotentiaries that attempted to secure payment of these claims from France, and afterwards, as Secretary of State, countersigned the proclamation of President Adams first promulgating the convention of 1800, has borne a testimony similar to that of Mr. Pickering. In conversation with Mr. Preston, of South Carolina, he said that "having been connected with the events of the period, and conversant with the circumstances under which the claims arose, *he was, from his own knowledge, satisfied that there was the strongest obligation on the government to compensate the sufferers by the French spoliations.*"—(*Ibid.*)

And Mr. B. Watkins Leigh, of Virginia, testifies that the same eminent authority said in his presence, "distinctly and positively, that *the United States ought to make payment of these claims.*" This testimony made a particular impression upon Mr. Leigh, because he had been unfavorable to the claims.

But the obligation of the United States may be inferred properly from the *declared justice* of the claims which had been renounced. On this point the authority is equally explicit.

Of course, in urging them upon France, earnestly and most assiduously, by successive plenipotentiaries, there was a plain adoption of them as just. But even after their abandonment they continued to be recognized as just.

Robert R. Livingston, plenipotentiary at Paris, in his correspondence with our government, shortly after the abandonment of the claims, shows his discontent. In one of his despatches he speaks compendiously of "the payment for illegal captures, with damages and indemnities on the one side, and the renewal of the treaties of 1778 on the other *as of equivalent value.*" And in another despatch, under date of January 13, 1802, he says "he has always considered the sacrifices we have made of immense claims *as a dead loss.*"—(*French Spoliations*, 1826, p. 704.) But this "dead loss" fell upon "individuals," and not upon the "nation."

Mr. Madison, as Secretary of State, in his instructions to Mr. Charles Pinckney, our minister at the Court of Spain, under date of February 6, 1804, upholds the justice of the claims in pregnant words, as follows: (*Ibid.*, p. 795.)

"The claims from which France was released were *admitted by France*, and the release was for a *valuable consideration* in a correspondent release of the United States from certain claims on them."

Thus, according to this official declaration, the claims of American citizens were "admitted by France," but they were released for a *valuable consideration* which first inured to the benefit of the government of the United States. *Equitably that valuable consideration must belong to the claimants.*

Mr. Clay, as Secretary of State under John Quincy Adams, made a report, which had the sanction of the latter, in which he testifies to the justice of the claims in the following words: (*Ibid.*, p. 7.)

"The pretensions of the United States arose out of the spoliations under color of French authority in contravention to law and existing treaties. Those of France sprang from the treaty of alliance of the 6th of February, 1778, the treaty of amity and commerce of the same date, and the convention of the 16th November, 1788. Whatever obligations or indemnities from those sources either party had a right to demand were respectively waived and abandoned, *and the consideration which induced one party to renounce his pretensions wa*

that of the renunciation by the other party of his pretensions. What was the value of the obligations and indemnities so reciprocally renounced can only be matter of speculation."

And Mr. Clay concludes his report by saying that the Senate, to which it is addressed, was most competent to determine how far the appropriation of the indemnities due to American citizens was "a public use of private property, within the spirit of the Constitution, and whether equitable considerations do not require some compensation to be made to the claimants."

There is one other authority of commanding character in support of these claims that ought not to be forgotten. It is Edward Livingston, the jurist, statesman, and diplomatist, who, though not engaged in the negotiations on the subject, knew them as a contemporary, and afterwards, as senator, made a report, which has been accepted ever since as an authentic statement of the whole case, in which he says:

"The committee think it sufficiently shown that the claim for indemnities was surrendered *as an equivalent* for the discharge of the United States from its heavy national obligations, and for the damages that were due for their preceding non-performance of them. If so, can there be a doubt, independent of the constitutional provision, that the sufferers are entitled to indemnity? Under that provision *is not this right converted into one that we are under the most solemn obligations to satisfy?* To lessen the public expenditure is a great legislative duty; to lessen it at the expense of justice, public faith, and constitutional right, would be a crime. Conceiving that all these require that relief should be granted to the petitioners, they beg leave to bring in a bill for that purpose."

This list of authorities testifying to the character of these claims may be closed with that of the Emperor Napoleon, who, at St. Helena, dictated to Gourgaud the following summary with regard to the convention of 1800:

"The suppression of this article (2d of the convention) at once put an end to the privileges which France had possessed by the treaty of 1778, and *annulled the just claims which America might have made for injuries done in time of peace.* This was exactly what the First Consul had proposed to himself in fixing these two points *as equi-ponderating each other.*"—(*Gourgaud's Memoirs*, vol. 2, p. 129.)

Thus the head of the French government at the time of the convention unites with the statesmen of our own country in conceding the justice of these claims.

To all this array of argument and authority the committee can see no answer. They follow its teaching, when they adopt the conclusion, in which so many previous committees have already united, that these individual claims were originally just, and that the government of the United States, having appropriated them for a "national" purpose, has been substituted for France as the debtor.

OBJECTIONS.

Assuming, then, the obligation of the United States, the question now occurs, What sum ought to be applied by Congress to its liquidation? But before proceeding to this point, the committee will glance at what has been urged sometimes against this obligation, so far at least as they are aware of the objections.

Certain objections of a preliminary character have been already considered, but there are others which belong properly to this stage of the inquiry.

Curiously, the two main objections most often adduced answer each other flatly. It is sometimes insisted that the claims were invalid, by reason of the abnormal relations between France and the United States, anterior to the convention of 1800, pronounced to be a state of war; and then again, it is sometimes insisted that these claims were provided for in the subsequent convention of 1803 for the purchase of Louisiana. But if the claims were really invalid, as has been argued, it is absurd to suppose that France would have provided for

them; and if they were really provided for, it is equally absurd to suppose that they were invalid. The two objections might be dismissed as equally unreasonable; but since they have been made to play a conspicuous part, especially in presidential vetoes, the committee will occupy a brief moment in considering them.

Other objections, founded on the later convention of 1831; on the act of Congress annulling the French treaties; on the early efforts of the United States to procure satisfaction from France, and on the alleged desperate character of the claims, will be considered in their order.

WAR DID NOT EXIST BETWEEN THE UNITED STATES AND FRANCE.

The assertion that the anomalous relations between France and the United States anterior to the convention of 1800 constituted a state of war so as to annul all pending claims, is inconsistent with, (1,) the facts of the case; (2,) the declarations of the two parties; and, (3,) the nature of the convention.

Before considering these several topics, it may be remarked that, even if there had been a state of war, it would not follow that all prior rights otherwise valid were annulled, so at least as not to be revived at the close of the war. Indeed, on at least one important occasion, the contrary has been held by our government in its negotiations with Great Britain. The provision relative to the fisheries, which appears in the treaty of 1783, was not noticed in the treaty of Ghent; and yet the United States did not hesitate to insist afterwards that, though interrupted by the war of 1812, it remained in full force after the termination of the war. It may be admitted, however, that claims which, after being made the open cause of war, have failed to be recognized in the treaty of peace, are obviously annulled; for the treaty is the settlement of pending controversies between the two powers. But the claims now in question were not made the open cause even of the anomalous relations between the United States and France, and they did not fail to have such recognition in the convention which terminated those relations, as to exclude all idea that they had been annulled by war, or any other antecedent facts. It is not necessary, however, to consider the effect of war; for it will be easy to establish that war did not exist.

(1.) The facts of the case are all inconsistent with war. There was no declaration of war on either side; and still further, throughout the whole duration of the troubles the tribunals of each country were open to citizens of the other, as in times of peace; so that a citizen of the United States was not an "alien enemy" in the courts of France, nor a Frenchman an "alien enemy" in the courts of the United States. This fact, which has been stated by Mr. Clayton in his masterly discussion of the question, is of itself most suggestive, if not conclusive.

It is true that diplomatic and commercial intercourse was suspended between the two powers; that each of them armed, and that force was employed on both sides. But this painful condition of things, though naturally causing great anxiety, did not constitute war. One power may, in its own discretion, suspend diplomatic and commercial intercourse with another; it may assume all the harness of war, and it may even use force in the way of retaliation, retortion, or reprisals; but all this falls short of war, *especially when public acts and declarations show that war was not intended.* Such a system of conduct tends to war, and, if continued, naturally ends in war. But it is not of itself that mighty transformation by which one nation, with all its people, is converted into the enemy of another nation, with all its people, so that every citizen of the one becomes the enemy of every citizen of the other, and all pending rights and contracts between them disappear, at least for a time.

If war be an extinguisher of claims, it is because, in theory, the claimant is

so positive in character, are introduced by the learned editor in words which fitly characterize the international relations to which they refer, when he says that "they exhibit the causes which *ruffled the harmony* of the two States." True enough. The harmony of the two states was ruffled, but war did not exist.

3. The terms of the convention, and the final conditions of ratification, also, exclude the idea of war. Although beginning with a declaration that "there shall be a firm, inviolable, and universal peace," borrowed, in its precise words, from Mr. Jay's treaty with Great Britain, the convention of 1800 did not purport to be a treaty of peace; nor, indeed, as first executed, did it pretend to settle the questions between the two powers, except by postponing them to "a convenient time." A war annulling claims could not be treated in this way. But the American Senate testified likewise, when it limited the duration of the convention to eight years, which, had war previously existed, would have turned the convention into a truce. And the First Consul testified likewise, when he added his far-reaching proviso, for which, of course, there would have been no occasion if the claims of American citizens had been annulled by war; and again he testified, in his words at St. Helena, where he speaks of this convention as having "annulled the *just claims* which America might have made for *injuries done in time of peace.*"

Thus falls to the ground that objection so often urged, founded on the alleged existence of war. Strange that an objection so utterly untenable should have gained a single supporter! But there is one remark which belongs to the close of this head. Even if France had insisted that war existed, yet the United States constantly denied it at the time, both by legislative and executive acts, so that our government is obviously estopped against its recognition, even if it fails to feel the indecency of adopting such an excuse for a further denial of justice.

THESE CLAIMS NOT EMBRACED IN THE LOUISIANA CONVENTION.

The objection that these claims were provided for in the convention of 1803, for the purchase of Louisiana, is equally untenable. It is difficult to understand how such an objection was ever made; but the history of this question shows the strange shifts of opposition, especially when without any restraint from a knowledge of the subject. The most superficial glance at the two conventions shows that they related to two different classes of claims. Those abandoned in 1800 were on account of spoliations, and were in the nature of "torts." Those protected in 1803 were "debts." When it is considered how steadfastly the French plenipotentiaries opposed the recognition of the claim for "torts" in 1800, and how the First Consul, by his positive proviso, required their renunciation, it is obviously unreasonable to assume that in 1803 they were formally recognized. And this assumption becomes still more unreasonable, when it is understood that it was only at a comparatively recent period that the idea was first broached: that it was without support in the documentary history of the convention, or in any contemporary opinion; that it escaped the attention of the board of commissioners appointed under the convention, as it escaped the attention of successive Secretaries of State, and also of committees of Congress, reporting on the subject, until thus tardily it was brought forward as a last resort of opposition.

The convention of 1800, which sacrificed the claim for "torts," kept alive certain pending claims for "debts," in the following words:

"ART. V. The *debts contracted* by one of the two nations with individuals of the other, or by the individuals of one with the individuals of the other, *shall be paid*, or the payment may be prosecuted in the same manner as if there had been no misunderstanding between the two states. *But this clause shall not*

extend to indemnities claimed on account of captures or confiscation."—(*Statutes at Large*, vol. 8, p. 180.)

It will be observed how carefully the claims for spoliation were excluded from the benefit of this provision, which is limited positively to "debts." Though apparently plain, the French government found difficulties in the way of its execution. Vexatious delays were interposed, and "debts" were treated little better than "claims," so that our minister at Paris, Robert R. Livingston, felt obliged to write to the French government, under date of March 25, 1802: "The 5th article of the treaty says, expressly, they shall be paid; but justice and good faith say it, independent of the treaty. Yet they remain unsatisfied; nor is the most distant hope as yet afforded them of when or how they will be paid." (*French Spoliations, Ex. Doc.*, 1826, p. 714.) Such was the spirit of other correspondence. At last, by one and the same transaction, Louisiana was purchased, and these "debts" were provided for. The plenipotentiaries of the United States, Mr. Livingston and Mr. Monroe—the latter sent to France a second time—undertook to pay eighty millions of francs for the purchase, of which sixty millions were for France, and the remaining twenty millions to be applied to the payment of the "debts" secured by the convention of 1800; and these terms were embodied in a treaty and two associate conventions of the same date.

The treaty contained the terms of cession. One of the conventions regulated the terms of purchase, and the other provided that "*the debts* due by France to citizens of the United States, *contracted before* 30*th September*, 1800, shall be paid" according to certain regulations. It will be observed that these words descriptive of the "debts" are not unlike those employed in the 5th article of the convention of 30th September, 1800.

The new convention regulating the payment of the "debts" begins with a preamble, setting forth the desires of the President of the United States and the First Consul, *in compliance with the second and fifth articles* of the convention of 30th September, 1800, to secure the payment of the sum due by France to the citizens of the United States." From the association of these two articles, some have hastily inferred that the purpose was to revive the "claims" abandoned in the famous second article. But such a revival, instead of being "in compliance" with that article, or, according to the corresponding French words of the convention, *en execution* of that article, would be in direct contradiction of it. The allusion to the second article of the convention of 1800 is obviously in order to carry into the Louisiana convention the original exclusion of the spoliation "claims." If any doubt could arise on the allusion to the second article, taken by itself, it would disappear when we consider that the fifth article is both *inclusive* and *exclusive*. It includes "debts contracted," which are to be paid, and it excludes "indemnities claimed on account of captures or confiscations," which are not to be paid. Thus the language of the preamble is justified, and the convention is *in compliance* with both the second and the fifth articles of the original convention.

But if we examine the Louisiana convention carefully, we shall find that "debts" alone are provided for. The first article, as we have already seen, declares, "*the debts* due by France to the citizens of the United States, contracted before the 30th September, shall be paid according to the following regulations." The second article describes "*the debts* provided for in the preceding article" as comprised in a conjectural note. The third article declares how "the *said debts shall be discharged by the United States*." The fourth article more specifically defines *the debts* as follows: "It is hereby expressly agreed that the preceding articles shall comprehend *no debts* but such as are due to citizens of the United States who have been and are yet creditors of France, for *supplies*, for *embargoes and prizes made at sea, in which the appeal has been properly lodged* within the time mentioned in the convention of 30th September, 1800."

The fifth article explains further the prizes intended in the last article, as follows: "The preceding shall apply only, 1st, to captures *of which the council of prizes shall have ordered restitution*, it being well understood that the claimant cannot have recourse to the government of the United States otherwise than he might have had to the government of the French republic, and only in case of the insufficiency of captors; 2d, *the debts* mentioned in the said fifth article of the convention of 1800, the payment of which has been heretofore claimed of the actual government of France, and for which creditors have a right to the protection of the United States. *The said fifth article does not comprehend prizes whose condemnation has been or shall be confirmed.*" Under the *first* head, the class of captures is here defined. It was those only where the council of prizes had ordered restitution. being captures not warranted by the laws of France. Such cases were included among "debts" because the decree of the council of prizes ordering restitution instantly created, on the part of the owner, a claim on the captor for the property or its value; and where the captor was "insufficient," the government assumed the debt. *And this is the only class of captures provided for in the Louisiana convention.* Under the *second* head is specified "*the debts* mentioned in the fifth article," with an express declaration that it "does not comprehend prizes whose condemnation has been or shall be confirmed." Thus in every article and at every stage the spoliation claims were excluded from the benefit of the Louisiana convention.

And such was the contemporary conclusion of our minister at Paris, Mr. Livingston, who, in his letter to the French government of April 7, 1802, said: "The fifth article expressly stipulates that *all debts* due by either government to the individuals of the other shall be paid. But as this would also have included the *indemnities for captures and condemnations previously made*, and it was the intention of the contracting parties, by the second article, to *preclude* this payment as depending on a future negotiation, *it was necessary to except from this promise of payment all that made the subject of the second article;* and that as to the payment of indemnities for embargoes in consequence of the cargoes being put in requisition, or with a view to any other political measure which carried with it nothing hostile to the United States, no controversy ever arose between the plenipotentiaries of the two nations."—(*French Spoliations Ex. Doc.*, 1826, *p.* 717.)

Surely this objection may be dismissed.

THESE CLAIMS NOT EMBRACED IN THE CONVENTION OF 1831 WITH FRANCE.

(3.) Another objection kindred to the last has been started, also in kindred ignorance. It is said that these claims were embraced in the later convention of 1831 with France, under Louis Philippe. No mistake can be greater.

That convention opens with these words: "The French government, *in order to liberate itself completely from all the reclamations preferred against it by citizens of the United States* for unlawful seizures, captures, sequestrations, confiscations, or destructions of their vessels, cargoes, or other property, engages to pay a sum of twenty-five millions of francs to the government of the United States, who shall distribute it *among those entitled*, in the manner and according to the rules which it shall determine."—(*Statutes at Large*, vol. 8, p. 430.)

This provision must be interpreted in the light of preceding treaties, especially of that which had occupied so much attention. They are all *in pari materia*, and therefore, according to a familiar rule of jurisprudence, must be taken together. But the convention of 1800, by the proviso of the First Consul, added at its ratification, *liberated France completely* from all liability for the claims now in question, so that they ceased to be valid against her. Therefore, these claimants could not be "among those *entitled*" under the later convention. And this interpretation is confirmed by the judgment of the French government, and

also by the judgment of our own commissioners under the convention. Mr. Rives, our minister at Paris, writing to Mr. Van Buren, the Secretary of State at the time, under date of February 18, 1831, says: "From what I have been able to learn of ———'s report, it is favorable throughout to the principle of our claims. It excludes, however, the claims of American citizens in the nature of debt, or of supplies, as being alien to the general scope of the controversy between the two governments. And *also American claims of every description originating previous to the date of the Louisiana arrangement, in* 1803, *which has been invariably alleged by this government to be in full satisfaction of all claims then existing.*"—(*Ex. Doc.*, 22*d Congress*, 2*d session*, *No.* 147, p. 165.)

Our own commissioners, sitting at Washington, reported to the Secretary of State, under date of December 30, 1835, that they had required every person seeking *to entitle* himself under the convention, to show that his "claim remained unimpaired and in full force against France at the date of the convention of 1831."—(*Ex Doc.* 117, *H. of Reps.*, 24*th Congress*, 1*st session*, p. 4.) But the claims now in question did not come within this category. Clearly, they were not "unimpaired and in full force against France."

All this is apparent on the face; but it was demonstrated by the action of the commissioners. The experiment was made, with regard to captures prior to the convention of 1800, and no less than one hundred and five cases were submitted to the board. But they were all rejected. The first rejections, in point of time, were July 11, 1833, in two different cases, when we have the following entry: "Caroline, captured February 10, 1798—rejected; *the vessel having been captured before the* 30*th September*, 1800." A similar entry was made on the same day in the case of the "Orlando," captured March 1, 1800. In the larger part of the cases that followed, the entry was simply "rejected," without any addition. But it is obvious that the principle was decided in those two earliest cases. The indemnities allowed by the commissioners were mainly for captures under the decrees of Berlin, Milan, Rambouillet, and Trianon—that succession of sweeping edicts by which Napoleon at the height of his power enforced his continental system. There were also four awards for captures after the signature of the convention of 1800, and before its ratification. As such cases, occurring during this intermediate period, were plainly saved from the renunciation of the convention of 1800, (article 4,) and yet were not deemed to be included in the convention of 1803, they came naturally within the scope of the convention of 1831. But the claims now in question had no such advantage. Renounced in 1800, they were not adopted in 1831. But ceasing to be claims upon France, they have become claims upon the United States.

THESE CLAIMS NOT AFFECTED BY THE ACT OF CONGRESS ANNULLING THE FRENCH TREATIES.

(4.) Then it is said that the French treaties were annulled by act of Congress, so as to render the set-off and mutual release a mere form, and nothing else. But this objection proceeds on an ignorance of the question.

It is true that the United States, by an act of Congress of July 7, 1798, declared "the treaties heretofore concluded with France *no longer obligatory*."—(*Statutes at Large*. vol. 1, p. 578.) But the question still remained, What was the effect of this act? It did not purport to be retrospective, so that all the obligations under the treaties that had accrued at that date were fixed, whether on the part of the United States or on the part of France. Therefore France, besides her constant liability under the law of nations, was liable also under the treaties for all depredations anterior to this date, and the United States were liable for all non-performance of obligations anterior to this date. And assuming that the treaties were annulled, it is evident that the claims of each

under them, anterior to this date, were not in any way affected, so that there was still, even under the treaties, an occasion for set-off and mutual release.

The depredations upon the commerce of the United States were not merely in violation of ancient treaties, but also of the law of nations, so that even if the treaties were annulled, yet the obligations under the law of nations would remain. Our plenipotentiaries were instructed to obtain compensation for illegal captures and condemnations contrary to the law of nations generally received in Europe, or to stipulations of treaty, so long as the latter "remained in force." On the other hand, as the treaties "remained in force" until July 7, 1798, our country was unquestionably liable to France for indemnities to that day. Before that day the West Indies Islands had been lost. Before that day we had excluded French privateers and their prizes from our ports. All proper damages for these things must have entered into the account of France against us. Therefore the annulling act of Congress could only affect the *quantum* of consideration on both sides at the occasion of set-off and mutual release, and not the fact of consideration.

But it is more than doubtful if the annulling act could have the effect attributed to it. Can it be in the power of one of two parties to render a contract void by a mere declaration to that effect? In a case between two individuals this could not be done. Could it be done in a case between two nations? Mr. Jefferson thought not. At least there is a report from him on another occasion which completely covers this case. These are his words: "It is desirable in many instances to exchange mutual advantages by legislative acts rather than by treaty; because the powers, though understood to be in consideration of each other, and, therefore, greatly respected, yet, when they become too inconvenient, can be dropped at the will of either party; *whereas stipulations by treaty are forever irrevocable but by joint consent, let a change of circumstances render them ever so burdensome.*"—(*Wait's State Papers*, vol. 10, p. 73.) Chief Justice Marshall has also quoted another opinion where a treaty was declared to be not only the law of the land, but a law of a superior order, "because it not only repeals past laws, *but cannot itself be repealed by future ones.*"—(*Marshall's Life of Washington*, vol. 5, p. 274, note 2, Appendix.) Such authority would seem to be sufficient to settle this question, especially re-enforced as it doubtless is by the law of nations; for it must not be forgotten that the obligation of treaties is determined by international law rather than by municipal law.

But even supposing that the act of Congress succeeded in annulling the treaties, its effect, as regards France, was not so much to discharge her claims as to make them perfect. In plain terms, it was a final determination on our part not to fulfil the treaties. Perhaps the circumstances of the time rendered it necessary; but your committee cannot fail to observe, that, according to all principles of justice, and the established usage of nations, this very determination consummated the right of France to the indemnities which she had claimed for non-observance of the treaties. There was no longer any pretence on our part of any fulfilment of the treaties, so that this very act of Congress, which is cited to excuse us, may more properly be cited to condemn us.

Whatever may be the law of this case, even assuming that, according to good opinions, the treaties were annulled on the 7th July, 1798, it is perfectly clear that at the negotiation of 1800 they were treated by France as obligatory. It was on these that she founded her Counter-Claims. The narrative which has been already presented shows her persistency in this behalf. As often as our Claims were urged, her Counter-Claims were presented in reply. But why did our plenipotentiaries press the renunciation of the treaties on the part of France if the act of Congress had already annulled them? Why, further, did they offer a large sum of money for a release from their obligations? Whatever may have been the effect of the annulling act in the judgment of the American

plenipotentiaries, it is clear that they regarded the treaties as a cloud which they wished to remove. And it is equally clear that the French plenipotentiaries maintained the obligations of the treaties to the last. Indeed, the instructions of the First Consul, before he entered upon his Italian campaign, were to make "the acknowledgment of former treaties the basis of negotiation and the condition of compensation."—(*French Spoliations, Ex. Doc.*, 1826, p. 609.) And it was the finality of these instructions which at the time caused the *dead lock* which has been already described. Thus, on the part of the United States, the obligation of the treaties was denied subsequent to July 7, 1798, while on the part of France it was affirmed as an indispensable condition down to the negotiation.

Therefore, on the part of the United States, there were claims under the treaties anterior to July 7, 1798, and also under the law of nations generally. On the part of France there were Counter-Claims under the treaties down to the negotiation. Each side was persistent. Neither would yield. The time for compromise had arrived. Then came the *set-off and mutual release.* The transaction was between two nations, but it was identical in character with transactions which often occur between two individuals.

EARLY PERSISTENCY TO SECURE INDEMNITIES FROM FRANCE NO GROUND OF EXEMPTION FROM PRESENT LIABILITY.

(5.) But the persistent efforts of our government, anterior to the convention of 1800, are sometimes set up as a sufficient reason for present indifference. This, also, is a mistake.

It is true that our government exerted itself much. Considering its comparative immaturity at the time, it deserves credit for the courage and determination with which it labored. But it must not be forgotten, that, in all that it did, even for the recovery of indemnities, it acted under the duties and instincts of national defence. Our commerce had been despoiled to the detriment of American citizens. But this grievance, which went on assuming larger proportions, proceeded directly from the *hostile spirit* of France, on account of an alleged infraction of national obligations on our part, so that behind the question of indemnities rose always the question of self-defence. France made reprisals because the United States had refused compliance with solemn treaties, and, as is usual in such cases, individual citizens were the sufferers. In defending the interests of these individual citizens at the time, the country itself was defended. To have abandoned these interests—especially without securing an abandonment of French pretensions—would have been an abandonment of the country, leaving it the dishonored victim of untold exactions without end. If this be correct—and your committee do not see how it can be controverted—there can be no boast of extraordinary efforts in the original support of these indemnities. All these efforts, whatever form they assumed, in successive remonstrances and negotiations, were in the performance of a patriotic duty, as simple as the filial devotion of Cordelia, which was "according to her bond—nor more, nor less."

And now the fidelity of that early day, when duty was done, is the apology for infidelity to-day, when duty is left undone; and those patriotic efforts are vouched as a title to present exemption. Because the government was zealous for indemnities, when France was responsible, *argal* it may be indifferent now, when the United States are substituted for France. Or has it come to this—that it is right to be zealous in pressing a foreign government, but not right to be zealous against ourselves, *when substituted for that foreign government*, as in the present case? But, beyond the misconception of public duty which is apparent in this whole pretence, it proceeds on a forgetfulness of the true state of the question. And here we are brought again to the precise character of the convention of 1800, when both Claims and Counter-Claims were adjusted. If the

claims on our side had been deliberately rejected, or if our government had been compelled to withdraw, as in a case of nonsuit, the case might have been otherwise. But there was no rejection of the claims, and no nonsuit of our government; but, as has been so fully shown, a *set-off and mutual release* by which each party accorded to its adversary just as much as it claimed for itself. So far as the two governments were concerned, Claims and Counter-Claims were extinguished, and neither could look to the other; but it did not follow that the American citizens, whose "individual" claims on France had been appropriated to extinguish "national" obligations, were cut off from appeal to their own government. On the contrary, the very zeal which had been expressed for these claimants while they looked to France is still due in their behalf, now they have been compelled, by the action of their own government, to look to their country.

It is sometimes said in sarcasm that it is easy to be generous at the expense of another; but in this case, now that this responsibility has been transferred to our own country, it is not a question of generosity, but of debt. The property of these claimants is actually in the hands of our government, like assets paid over and deposited "for whomsoever it may concern;" or, to use a more pungent illustration, it is like certain property to which there can be no valid title against the original owner. *Stolen goods*, for instance, may be followed wherever they can be found. But the vessels of these claimants were stolen by France, and at last they are found in the hands of our own government. Will the government undertake to hold them against the real owners? For nearly ten years it denounced the conduct of France as an unpardonable outrage. How, then, can it profit by this conduct, especially at the expense of its own citizens? If the receiver is as bad as the original offender, how, then, can the government expect to escape that indignant condemnation which it bestowed upon France? Least of all, how can any early persistency to recover this property from France excuse the government for detaining it now?

THESE CLAIMS NEVER DESPERATE, SO AS TO BE OF NO VALUE.

(6.) Kindred to the last objection is the assertion that the claims were intrinsically desperate, so as to be of no value; an objection which is as humiliating as false.

It is humiliating, because it assumes that claims which had been solemnly declared to be just, both by the executive and legislative branches of government—the former by successive acts of diplomacy, and the latter by successive acts of Congress—were of "no value." If this were true, then was our government, when it sued these claims, guilty of a shameful act of national *barratry*, for which it would deserve to be thrown over the bar of nations. It was a stirrer of false suits. Such an imputation is an impeachment of the national character which must be scorned.

But it is false also. The claims were never "desperate," except so far as they were doomed to meet the Counter-Claims of France. On the contrary, they were intrinsically just, and their justice was often admitted even by France, who advanced against them her own pretensions, under the treaties. And when the *set-off and mutual release* occurred, the validity of these claims was solemnly recognized; nay more, they were paid to the United States. But such is the inconsistency of objectors, that they insist that claims thus recognized and paid were so far "desperate" as to be of "no value," when it is clear that they were of sufficient value to form the vast consideration of a release from immeasurable national obligations. If you would find a measure of value for the American claims at that time, you must look to the Counter-Claims of France, not forgetting that all the vehemence with which these were sustained testifies unmistakably to the claims now in question.

If we may judge from our national history, there is no reason to doubt that these claims, if they had not been released by our government, would have been fully satisfied by France afterwards. It is in the nature of claims on foreign powers to seem desperate. Such was the case, as is well remembered, with the claims on Denmark, Spain, and Naples; but all these have been paid. *No just claim made by the American government can be desperate.* What claims could seem more desperate than those accruing under the arbitrary, wide-spreading edicts of Napoleon Bonaparte in his pride of place? But President Jackson, when Louis Philippe had become King, made an appeal, as he expresses it in his message, "to the justice and magnanimity of regenerated France," (*Message, December* 7, 1830;) and even these claims, accruing under a government which had ceased to exist, were satisfied. But the claims now in question had as much intrinsic equity, and they were more intimately associated with the national sentiments. In asserting that they would have been paid, the committee are sustained not only by the reason of the case, but by the judgment of the disinterested historian of our country, who concludes his account of the convention of 1800, and its final ratification with the proviso of the First Consul, in these words:

"Had the treaty been ratified in its original shape, the sufferers by the spoliations of the French *might, perhaps, before now, have obtained that indemnity from the French government which they have ever since been asking from their own, but which has hitherto been unjustly withheld.*"—(*Hildreth's History of the United States*, 2d series, vol. 2, p. 400.)

There is no statute of limitations between nations, so that these claims would have been as valid against France in 1831 as they unquestionably were in 1800. A nation like the United States has only "to bide its time," and the day of justice will surely come. Indeed, President Jackson, when dwelling on the negotiation with France in 1831, bore his testimony to the vitality of American claims on foreign powers when he said that the new convention would be an "encouragement for perseverance in the demands of justice by a new proof that, if steadily pursued, they will be listened to, and an admonition will be offered to those powers, if any, which may be inclined to evade them, *that they will never be abandoned.*"—(*Message of December* 6, 1831.) But these words of Andrew Jackson are a sufficient answer to the present objection.

ALL OBJECTIONS ANSWERED.

Such are the objections to the assumption of these claims by the United States. The committee believe that they have all been answered, so that the claims stand above impeachment or question, as a debt to be liquidated and paid. It only remains to consider what sum should be appropriated for this purpose.

JUST COMPENSATION.

The "just compensation" to be paid by the United States may be regarded according to Mr. Edward Livingston, in his classical report on this subject, in two lights: *first*, the value of the advantages accruing to the United States at the expense of these claimants; and, *secondly*, the actual loss sustained by these claimants. Neither, however, will be proposed as an absolute measure on the present occasion. But a glance at each will enable us to arrive, by approximation, at a proper result.

VALUE OF ADVANTAGES SECURED TO THE UNITED STATES.

1. It is impossible to estimate in money the advantages accruing to the United States. Beyond the great boon of assured peace, under which our commerce, no longer exposed to spoliation, at once put forth more than its original life, two specific objects were gained: *first*, an exemption from all outstanding

engagements and liabilities of every nature under the early treaties with France; and, *secondly*, the establishment of a new convention, which, while rejecting much-debated Claims and Counter-Claims, provided positive advantages to the United States, among which was that payment of "debts" subsequently assured by the Louisiana convention.

If the United States could be held responsible to France for the treasure lavished for our national independence, in pursuance of these original treaties, there would be an item of fourteen hundred and forty millions of francs, or about two hundred and eighty millions of dollars. Of course, the brave lives sacrificed in our cause cannot be estimated in any account; but France did not forget them. Even amidst the congratulations at Morfortaine, in honor of the convention, the First Consul reminded the joyous company of the sacrifice. Beyond the toast which he proposed, in honor of those who fell in battle for the independence of the New World, there is no record of what the successful general of France said on that occasion; but old Homer, in one of his most touching passages, had already spoken for him:

> "Life is not to be bought with heaps of gold;
> Nor all Apollo's Pythian treasures hold
> Or Troy once held in peace and pride of sway,
> Can bribe the poor possession of a day.
> Lost herds and treasures we by arms regain,
> And steeds unrivalled on the dusty plain;
> But from our lips the vital spirit fled,
> Returns no more to wake the silent dead."

Under the sod in America, and under the waves of the Atlantic, Frenchmen were sleeping whose lives had been given to the support of our cause. If France did not forget them at the celebration of that convention, let it be spoken in her honor; but we cannot forget them as we try to state the great account between our two countries. Their swords, if flung into the scales, would symbolize the Counter-Claims of France.

But how shall we estimate the value of a release from the "guarantee," retrospectively and prospectively, as well on account of past failures as future liabilities? It is true that it was often urged that the "guarantee" bound the United States to the support of France only in the event of a *defensive war*, and that the war in which she had been engaged was not of this character. But it is more than doubtful if either of these propositions can be maintained. The "guarantee" on its face has no limitation to defensive war. And even if it had such a limitation, who will venture to say that the war in which France drove back her multitudinous assailants, re-enforced by the navies of England, was not defensive? If France did not at once require the execution of the "guarantee," it was none the less a vital obligation.

That our government appreciated the embarrassments, if not the obligations, which the "guarantee" entailed, has already been plainly shown by the committee. But there are certain words which may be fitly quoted again. In the instructions of our Secretary of State to the first triumvirate of plenipotentiaries at Paris, under date of July 15, 1797, it is admitted that "our guarantee of the possessions of France in America will perpetually expose us to the risk and expense of war, or to disputes and questions concerning our national faith."—(*French Spoliations, Ex. Doc.*, 1826, p. 45.) On this account our plenipotentiaries were instructed to obtain a release from it, and they were authorized "on the part of the United States, instead of troops or ships-of-war, to stipulate for a moderate sum of money or quantity of provisions, at the option of France, not to exceed two hundred thousand dollars a year." This was moderate; but it was a recognition of the value of the guarantee. But the next triumvirate of plenipotentiaries, at the negotiation of 1800, offered more. They proposed to

buy out the guarantee by a payment of five millions of francs, or one million of dollars. It is needless to say that both these offers were rejected.

It would be as difficult to measure in money the value of that guarantee, retrospectively and prospectively, as to measure in money the amount of our obligations to France in the assurance of national independence. The liabilities for a failure of performance prior to 1800, if pressed, would not have been inconsiderable. But had the guarantee been allowed to continue so as to constrain the United States throughout the long war that followed, ending at Waterloo, what arithmetic can calculate the damages that would have ensued to us? Nay, more; if, at the present moment, any such guarantee bound us to France, who would not feel that it was an obligation from which we must be released at any price short of national honor?

But, besides the obligations of "guarantee," there were other engagements which had already proved most onerous, with regard to French armed ships in our ports. Here, also, there was an alleged failure of performance on our part; and there was also the prospect of infinite embarrassment, if not of open war, unless these obligations were promptly cancelled. To keep them would cause collision with England; not to keep them would cause collision with France. Our plenipotentiaries offered, in the negotiation of 1800, three millions of francs for the release from these obligations. But this moderate offer was rejected also.

France continued stubborn; insisting upon the recognition of the ancient treaties, with all consequent indemnities. At last, by the propositions of the 5th September, 1800, already exhibited by your committee, a measure of value was affixed to our engagements and liabilities. France undertook to release us from all these on condition that we would pay the indemnities due to our citizens, thus treating Claims and Counter-Claims as equivalent in value. It was required positively that "the indemnities which shall be due by France to the citizens of the United States *shall be paid for by the United States.*"—(*French Spoliations, Ex. Doc.*, 1825, p. 630.) In other words, in consideration of a release from the treaties, the United States were to assume the obligations of France to American claimants. How this proposition, rejected at first, eventually prevailed in the convention, and its successive amendments, has been already explained. But it is now mentioned only as evidence of the value of these engagements and liabilities from which we were released.

THE ACTUAL LOSSES OF THE CLAIMANTS.

2. But the practical question remains, what were the actual losses of the claimants? Here the evidence is precise and full.

Our own government has already, when pressing these claims upon France, given an official estimate of their value. On one occasion it put them at fifteen million of dollars.—(*Wait's American State Papers*, vol. 3, p. 497.) On another occasion it put them at twenty millions of dollars. The latter estimate will be found in a report from the Secretary of State to Congress, under date of January 18, 1799, where it speaks of "unjust and cruel depredations on American commerce, which have brought distress on multitudes and ruin on many of our citizens, and occasioned a *total loss of property to the United States of probably more than twenty millions of dollars.*"—(*French Spoliations, Ex, Doc.*, 1826, p. 480.) Inquiry into the losses confirms this statement. From the evidence which has been presented to committees in former years, and which now belongs to history, it appears that there were *eight hundred and ninety-eight vessels* included in the claims which were released to France. This will be apparent from an examination of certain details.

The American vessels despoiled by France between 1792, the outbreak of the European war, and July 31, 1801, when the convention of 1800, with its

proviso, was ratified by Napoleon Bonaparte, amount to two thousand and ninety, embracing as follows: First, vessels captured by the French; secondly, vessels captured by the French and Spaniards conjointly; thirdly, vessels detained by embargo at Bordeaux. The following list shows how the account now stands:

List of vessels in different classes despoiled by France.

Whole number			2,290
From which deduct as follows:			
1. Vessels paid for by special decrees of France		14	
2. Vessels paid for under the convention of 1803, viz:			
For embargoes	103		
For contracts	270		
For prizes, under restoration	6		
		379	
3. Vessels rejected under convention of 1803 for contracts on supplies	102		
Vessels under restitution, and rejected	26		
		128	
4. Vessels paid for by Spain under the Florida treaty of 1819		173	
5. Vessels rejected under Florida treaty		191	
6. Vessels paid for under convention with France of July 4, 1831, being for captures between the signing and ratification of the convention of 1800		4	
7. Vessels rejected for want of merit, neglect of claimants, loss of proof, and other contingencies, say		503	
			1,392
			898

Thus we are brought again to the *eight hundred and ninety-eight vessels* which were bartered to France.

In order to arrive at the value of these vessels, the committee have been driven to look at the value affixed to vessels under the conventions with other powers for the payment of similar claims. Here is a list allowed by different powers, with the average of each vessel:

	Vessels	Averages
Great Britain	217	$47,672 81
Spain	40	8,136 49
France	357	10,504 20
Spain	320	15,625 00
Denmark	112	5,981 17
France	361	12,984 71
Naples	51	37,745 00
Spain	20	30,000 00
Mexico	64	31,658 43
Colombia	5	11,474 53
	1,547	221,788 34

It appears from this list that Mexico has paid as high an average as $31,000 for each vessel; Naples, $37,000; and Great Britain, $47,000. But the general average is $14,336.

If the vessels despoiled by France were estimated according to the highest averages, especially according to the average of the vessels despoiled contemporaneously by Great Britain, the sum total of value would swell to a large amount. But, adopting the general average of the whole list, the *eight hundred and ninety-eight* vessels amounted in value to $12,572,000.

This estimate, which at first view may seem inconsistent with the statement of our government in 1799, fixing the losses at twenty millions, is substantially sustained by this statement, even putting the value of the vessels at an average of $14,000; for the list of vessels despoiled by France shows that there were certain classes which may properly be deducted. Here is the estimate, with the deductions:

Original estimate of 1799		$20,000,000
Deduct therefrom—		
1. Vessels paid for by France, 52 cases, at $14,000	$728,000	
2. Debts paid under convention of 1803	3,750,000	
3. French spoliations paid for under treaty with Spain of 1819	2,845,619	
		7,323,619
Sum total, after deductions		12,676,380

If to this estimate interest be added, even at the smallest rate, the losses of these sufferers will assume much larger proportions. More than sixty years have run their course since the United States by a public act and for a valuable consideration, became the debtor of these claimants. From the beginning the country has enjoyed without price all the "national" benefits originally secured at their expense, as a part of the national capital with its bountiful income, while these claimants have been shut out from all use of their property, and all profit therefrom. If interest be due on any national debt, it is difficult to see why it is not due here. But the committee refer to this consideration only as a way of exhibiting more clearly the real losses of these claimants.

RECOMMENDATIONS OF THE COMMITTEE.

3. The committee, impressed by the original justice of these claims and the present obligation of the United States, do not hesitate to recommend their liquidation and payment at an early day, as they would recommend the discharge of a national debt. But, while setting forth the unanswerable evidence of their value, they content themselves with adopting the recommendation made many years ago, and repeated by successive committees of both houses of Congress, limiting the appropriation to a sum not exceeding five millions of dollars, to be distributed by a board of commissioners *pro rata* among the claimants, according to the provisions of the bill which is reported herewith. The proposed limitation is a departure from strict justice, but it is a part of the additional sacrifice which seems to have been expected by Congress from these long-suffering claimants.

In deference to the Secretary of the Treasury, who, when consulted on the subject, objected to the creation of a stock for this special purpose, as has been provided in former bills, it is now simply proposed that the money shall be paid whenever Congress shall make an appropriation therefor.

By positive description the bill is made to cover claims for illegal captures and condemnations prior to July 31, 1801, the date of the final ratification of the convention. But, by positive words of exclusion, it is provided that the bill shall not cover claims originally embraced in the Louisiana convention of 1803; in the treaty with Spain of 22d February, 1819; or in the convention with France of July 4, 1831; so that, in point of fact, the bill is carefully limited to those original claims, which, after being postponed by the second article of the convention of 1800, were, at its final ratification, definitively renounced by the United States, in consideration of equivalent renunciations from France.

CONCLUSION.

The committee have now finished the review which, in the discharge of public service, they have been called to make. Approaching a much-vexed question without prejudice, they have striven to consider it with candor, in the hope of ascertaining and exhibiting the requirements of duty. The conclusion which they have been led to adopt, in harmony with so many previous committees of both houses of Congress, and also with Congress itself, which has twice enacted a law for the satisfaction of these claims, is now submitted to the judgment of the Senate.

How the committee have reached this conclusion will be seen by a final glance at the field which has been traversed. Putting aside the three preliminary objections to these claims, (1,) that they are ancient and stale; (2,) that they have passed into the hands of speculators; and (3,) that they should be postponed on account of the present condition of public affairs, the committee have next considered in order four principal topics: *First*, the Claims of citizens of the United States on France, as they appear in the history of the times; *secondly*, the Counter-Claims of France, as they, too, appear in the history of the times; *thirdly*, how the "individual" claims of citizens of the United States were sacrificed to procure a release of the "national" claims of France by a proceeding in the nature of *set-off* and *mutual release;* and *fourthly*, how the United States, for a valuable consideration, *assumed* the obligations of France, so as to become completely responsible therefor. But not content with showing affirmatively the merits of the claimants, the committee next examined carefully all the known objections to the asserted responsibility of the United States, establishing negatively: (1,) that the relations between France and the United States were at no time such as to constitute a state of war, invalidating the claims; (2,) that these claims were not embraced in the convention for the purchase of Louisiana; (3,) that they were not embraced in the later convention of 1831; (4,) that the alleged annulling of the French treaties by act of Congress did not affect the claims; (5,) that the early efforts of our government with France, for the satisfaction of these claims, can furnish no ground of exemption from present liability; and (6,) that the claims, at the time of their abandonment, were not desperate, so as to be of no value.

With the removal of all known objections, the way was open to consider the extent of "just compensation" under three different heads: (1,) the advantages secured to the United States by the sacrifice of the interests of these claimants; (2,) the actual losses of these claimants; and (3,) the final recommendations of the committee.

Such is the whole case in its divisions and subdivisions. But there is one reflection which naturally belongs to the close. These claims have survived several generations, entwining themselves each year with the national history. Meanwhile the republic, for whose advantage they were sacrificed, has outgrown the puny condition of that early day, when its commerce was the prey of France, and when even the sacred debt for independence was left unpaid. These claimants have been called to remark the glorious transformation, by

which the weak has become strong, and the poor has become rich; with glistening eye they have followed the flag of the country as it was carried successfully in every sea; with sympathetic heart they have heard the name of the country sounded with honor in every land; and now they joyfully witness the unexampled resources with which it upholds the national cause against an unexampled rebellion; but these claimants have been called to observe especially how, for many years, unchecked by hindrances, the national government has labored successfully with foreign powers to secure justice to its despoiled citizens, until all nations—Great Britain, Spain, Denmark, Naples, Holland, Mexico, Colombia, Peru, and Chili—have yielded to its persistent negotiation, and even France has paid indemnities to our citizens for all spoliations subsequent to these very claims: all this history these claimants have observed with pride. But how can they forbear to exclaim at the sacrifice that has been required of them—that they alone, the pioneers of our commercial flag, have been compelled "in suing long to bide," while a part of the debt for national independence has been cast upon their shoulders, and the whole country has enjoyed priceless benefits at their expense! Well may these disappointed suitors, hurt by unfeeling indifference to their extensive losses, and worn with infinite delay, cry out in bitterness of heart, "Give us back our vessels." But this cannot be done. It only remains that Congress should pay for them.

APPENDIX A.

List of reports of committees.

Number.	Where reported.	By whom reported.	Committee.	Date.	Bills and reports.	Detailed reports.
1	House...	Mr. Giles(*a*).....	Select.....	April 22, 1802....	.....	R....
2	House...	Mr. Marion(*b*).....	Select.....	Feb 18, 1807.....	.....	R....
3	Senate ..	Mr. Roberts.....	Claims.	March 3, 1818 ...	Adverse, No. 124.....	R....
4	House...	Mr. Russell.....	Foreign Affairs	Jan. 31, 1822.....	Adverse, No. 32.....	R....
5	House...	Mr. Forsyth.....	Foreign Affairs.	March 25, 1824...	Adverse, No. 94	R....
6	Senate ..	Mr. Holmes.... ..	Select..... .	Feb. 8, 1827.....	Favorable, No. 48	R....
7	House...	Mr. E. Everett.....	Foreign Affairs.	May 21, 1828.....	Favorable, No. 262.....	R....
8	Senate ..	Mr. Chambers.....	Select.	May 24, 1828. ..	Favorable, bill 206.....	R....
9	Senate	Mr. Chambers.....	Select.....	Feb. 11, 1829 .	Favorable, bill 76	R....
10	House...	Mr. E. Everett.. .	Foreign Affairs	Feb. 16, 1829. ...	Favorable, bill 82.....	R....
11	Senate ..	Mr. E. Livingston..	Select..... ...	Feb 22, 1830.....	Favorable, bill 103.	R....
12	Senate ..	Mr. E. Livingston..	Select	Dec. 21, 1830.....	Favorable, bill 31.....	R....
13	Senate ..	Mr. E. Livingston..	Select..... ..	Jan. 14, 1831.....	Favorable, bill 32.....	.....
14	Senate ..	Mr. Webster(*c*).....	Select	Dec 10, 1834. ..	Favorable, bill 5.....	.....
15	Senate ..	Mr. Wilkins	Select .	Dec. 20, 1831. .	Favorable, bill 9.....	.....
16	House...	Mr. E. Everett.....	Foreign Affairs.	Feb. 2 , 1835.....	Favorable..... } 121	R....
16	House ..	Mr. Cambreling....	Foreign Affairs.	Minority adverse statement		
17	House...	Mr. Howard.....	Foreign Affairs.	Jan. 20, 1838.....	Favorable, bill 445.	R....
18	House...	Mr. Cushing(*d*)	....	March 31, 1838...	Favorable statement.	R....
19	House...	Mr. Cushing.	Foreign Affairs.	April 4, 1840.....	Favorable .... } 319	R....
19	House...	Mr. Pickens.	Foreign Affairs.	Minority adverse statement		
20	House...	Mr. Cushing..	Foreign Affairs.	Dec. 9, 1841.....	Favorable, bill 57	R....
21	Senate ..	Mr. Choate	For'n Relations	Jan. 28, 1862....	Favorable, bill 148.....	.....
22	Senate ..	Mr. Archer.....	For'n Relations	Jan. 5, 1843 ...	Favorable, bill 64.....	.....
23	House.	Mr. C. J. Ingersoll..	Foreign Affairs.	April 17, 1844 ..	Favorable, bill 339.	.....
24	Senate ..	Mr. Choate	For'n Relations	May 29, 1844.	Favorable, bill 180.....	.....
25	Senate ..	Mr. Choate(*e*).. ...	For'n Relations	Dec. 23, 1844.	Favorable. bill 47..... ..	.....
26	Senate...	Mr. Clayton (*f*)....	Select	Feb. 2, 1846	Favorable, bill 68	..
27	House...	Mr. Tru. Smith (*g*).	Foreign Affairs	July 16, 1846.....	Favorable, bill 68	....
28	Senate...	Mr. Morehead.....	Select . ..	Feb. 10, 1847.	Favorable, bill 156.....	R....
29	House...	Mr. Tru Smith ...	Foreign Affairs.	Jan. 4, 1848.....	Favorable, bill 21.....	....
30	Senate...	Mr. Tru. Smith ...	Select	Feb. 5, 1850.	Favorable, bill 101	R....
31	House...	Mr. Buel ..	Foreign Affairs.	June 14, 1850....	Favorable, bill 318.....	. ..
32	Senate...	Mr. Tru. Smith (*h*).	Select.....	Jan. 24, 1851. .	Favorable, bill 101.....	.....
33	Senate...	Mr. Bradbury.....	Select	Jan. 14, 1852. ..	Favorable, bill 64.....	R....
34	Senate.	Mr. Hamlin	Select	Feb. 15, 1854	Favorable, bill 36.....	.....
35	House..	Mr. Bayly (*i*).. ..	Foreign Affairs.	Jan. 4, 1855.....	Favorable, bill 117.....	.....
36	House..	Mr Pennington ..	Foreign Affairs.	March 3, 1857...	Favorable, bill 865	.....
37	Senate...	Mr. Crittenden (*j*).	Select....	Feb. 4, 1858.....	Favorable, bill 45.....	R....
38	House...	Mr. Clingman	Foreign Affairs	May 5, 1858.. ...	Favorable, bill 552	....
39	House...	Mr. Royce	Foreign Affairs.	March 29, 1860 ..	Favorable, bill 259.....	R....
40	Senate...	Mr. Crittenden.....	Select.....	June 11, 1860....	Favorable, bill 428..... .	.....
41	Senate...	Mr. Sumner..	For'n Relations	Jan. 13, 1862. ...	Favorable, bill 114.....	.....
42	Senate...	Mr. Sumner.....	For'n Relations	Jan. 20, 1863.....	Favorable, bill 114.....	.....

(*a*) Favorable statement of facts, without coming to any conclusion.
(*b*) Favorable, including and adopting Mr. Giles's report of April 22, 1802.
(*c*) This bill was voted by the Senate February 3, 1835; yeas 25, nays 20.
(*d*) Individual, by consent of the House.
(*e*) This bill was ordered to be engrossed and read a third time February 10, 1845, by yeas 26, nays 15, but not reached.
(*f*) This bill was voted by the Senate on the 9th June, 1846, yeas 27, nays 23.
(*g*) This bill (being Mr. Clayton's bill as voted by the Senate) was voted by the House by yeas 94, nays 87. It thus passed both houses, and was vetoed by President Polk as a Senate bill; and on the veto the Senate voted yeas 27, nays 15—not two-thirds.
(*h*) This bill was voted by the Senate, yeas 30, nays 26.
(*i*) This bill was voted by the House, yeas 111, nays 77, and was voted by the Senate, February 6, 1855, yeas 28, nays 17, and was vetoed by President Pierce as a House bill; and the House vote on the veto was yeas 113, nays 86—not two-thirds—so the bill was lost.
(*j*) This bill, (Mr. Crittenden's, No. 45,) was voted by the Senate on the 10th January, 1859, yeas 26, nays 20.

List of memorials to the Senate and House of Representatives claiming indemnity for French spoliations, under the convention of July 31, 1801.

The convention was promulgated by the President's proclamation of December 21, 1801; and at the first session of Congress then succeeding, being the first session of the seventh Congress, the following memorials whre laid before the Senate and House of Representatives, viz:

FIRST SESSION, SEVENTH CONGRESS.

1802.

Feb.	5.	Sundry merchants of Baltimore.
	8.	Sundry merchants of Philadelphia.
	15.	Sundry merchants of Alexandria.
	15.	Sundry merchants of Massachusetts.
	24.	Sundry merchants of the city and State of New York.
	26.	William Dunlop of Port Royal, Virginia.
March	2.	Sundry merchants of Hartford, Connecticut.
	2.	Sundry merchants of Washington, North Carolina.
	9.	Sundry merchants of Charleston, South Carolina.
	9.	Sundry merchants of New London, Connecticut.
	12.	Sundry merchants of Middlesex county, Connecticut.
	15.	Sundry merchants of New London, Connecticut.
	22.	Sundry merchants of Boston
	22.	Sundry merchants of Norwich, Connecticut.
	22.	Sundry merchants of New Haven, Connecticut.
	27.	Sundry merchants of Portsmouth, New Hampshire.
	30.	Sundry merchants of Norfolk, Virginia.
April	1.	Sundry merchants of Nantucket.
	2.	Sundry merchants of Portland, Maine.
	2.	Sundry merchants of Newburyport.
	23.	Robert Beverly of Essex county, Virginia.

Nearly all the above-mentioned memorials were destroyed by fire, with the Capitol, by the British army in 1814, and no record having been kept of the signers, the following list is so far imperfect. It is further imperfect by reason of many memorials of subsequent date being misplaced or otherwise lost. The list is, however, entitled to confidence, except as before mentioned, being carefully compiled from the best data extant.

SENATE.

List of memorials to the Senate on French spoliations.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Alexander, David, and others	Charleston.
1st	11th	do	Do.
1st	15th	do	Do.
1st	18th	do	Do.
1st	21st	do	Do.
1st	21st	Adams, Seth, of Adams & Loving	Boston.
1st	31st	do	Do.
2d	20th	do	Do.
2d	19th	Auchancloss, Hugh, by executor	New York.
1st	21st	Andrews, John H., and others	Salem, Massachusetts.
2d	21st	Adams, Jacob	Baltimore.
1st	22d	Amory, Francis	Boston.
1st	23d	Ashley, Warren, by executor	Norfolk.
1st	28th	Allen, Philip, and others	Providence.
2d	29th	Anderson, John, and others	Baltimore.
1st	31st	Arnold, Thomas, by heirs	New Bedford.
1st	31st	Allyn, Robert, by heirs	New London.
1st	31st	Atkins, Ambrose, by heirs	Penobscot, Maine.
1st	31st	Adams, W. A., and others	Cincinnati.
1st	31st	Atwater & Dagget, (for Brig Hannah)	New Haven.
1st	7th	Arnold, Thomas and Samuel	Baltimore.
1st	20th	Alert, brig, owners of, Dudley & Pickman	Salem.
1st	21st	do	Do.
1st	22d	do	Do.
1st	16th	Alexander, Ashton	Baltimore.
1st	18th	Aspinwall, Gilbert and John, by survivor	New York.
1st	18th	Amory, Charles	Boston.
1st	18th	Aston, Jacob, for Salem Marine Insurance Company	Salem.
1st	26th	Auld, John	Portland.
1st	26th	Atkinson, Amos, by executor	Newburyport.
2d	29th	Atwater, Ellnathan, and others	New Haven.
1st	26th	Atwater, J. M	Do.
.....	.....	Ashley, Thomas	Philadelphia.
1st	26th	Aspinwall, John, as executor	New York.
.....	.....	Abbott, Samuel, as administrator	Boston.
.....	.....	Amelung, T. L. E., as administrator	Baltimore.
2d	29th	Anderson & Moody, by heirs	Chestertown, Maryland.
.....	.....	Auld, Colin, as executor and trustee	Alexandria.
.....	.....	Armstrong, William M	Norfolk.
2d	29th	Anderson, Robert, as administrator	Williamsburg, Virginia.
1st	26th	Anderson, Thomas B	Cincinnati.
1st	31st	Adams, Seth	Zanesville, Ohio.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	29th	Arrowsmith, George	New York.
2d	29th	Andrews, Jonathan, by widow	Portland.
1st	7th	Brooks, Peter P., and others	Boston.
1st	18th	do	Do.
1st	21st	do	Do.
1st	18th	Blount, John G., and others	Washington, N. C.
1st	20th	Breuill, Francis, by heirs	Philadelphia.
1st	21st	do	Do.
1st	7th	Barton, Seth, by administrator	Baltimore.
1st	20th	do	Do.
1st	20th	Brickell, J. J	Greenville, N. C.
1st	21st	do	Do.
1st	22d	do	Do.
2d	20th	Bowers, John, by heirs, by administrator	Boston.
2d	20th	Bissel, Thomas & Son, by survivor	Newbern, N. C.
1st	21st	do	Do.
1st	21st	Barry, James, by executor	Baltimore.
1st	21st	Barny, Joshua, by administrators, by widow	Baltimore.
2d	22d	do	Do.
2d	29th	do	Do.
1st	31st	do	Do.
1st	23d	do	Do.
1st	21st	Bartlett, William, and others	Newburyport.
1st	31st	do	Do.
2d	22d	do	Do.
1st	23d	do	Do.
1st	18th	do	Do.
1st	21st	Brobson, James, and others	Wilmington, Delaware.
1st	21st	Blackwell, Francis	Baltimore.
2d	21st	Blaney, Aaron	Bristol, Maine.
2d	21st	Bronaugh, John W	Washington, D. C.
1st	23d	do	Do.
2d	22d	Brickelle, Joseph, by executor	Washington, N. C.
2d	22d	Borden, Benjamin, by executor	Bordenville, N. C.
2d	22d	Bailey, Joshua	Montrose, Pennsylvania.
1st	18th	Bool, H. W	New York.
2d	22d	Bowne & Eddy, by survivor	Do.
1st	7th	Buchanan & Young, by heirs, survivor	Baltimore.
1st	23d	do	Do.
2d	25th	Brier, William	Massachussetts.
1st	28th	Burke, Edward, and others	Baltimore.
1st	29th	Brobson, W. P	Wilmington, Delaware.
2d	29th	Blagge, Samuel, by heirs	New York.
2d	29th	Burt, John, administrator	Norfolk.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Burt, John, administrator	Norfolk.
2d	29th	Broadfoot, William, administrator	Charleston, S. C.
2d	29th	Billups, Joice, by heirs	Virginia.
1st	31st	do	Do.
2d	29th	Bentalon, Paul, by executor	Baltimore.
1st	31st	do	Do.
2d	29th	Brown, Thomas, by heirs, executor	Newburyport.
2d	29th	Bunner, Elizabeth, executrix	New York.
2d	29th	Bishop, Lemuel, by heirs	Do.
2d	29th	Boss, John C, by heirs	Baltimore.
1st	30th	Bradbury, Charles	Boston.
1st	31st	do	Do.
1st	31st	Bartlett, Samuel, by heirs	Newburyport.
1st	31st	Besse, Claudius, by heirs	Baltimore.
1st	31st	Boislandry, R. C., by administrator	Do.
1st	31st	Barr & Stuart, by executor	Philadelphia.
1st	31st	Bell, John, by legal representative	Petersburg, Virginia.
1st	31st	Barney, Richard, by heirs	Alabama.
2d	32d	Bartlett, Edmund	Newburyport.
1st	33d	Billups, Alfred, and others	Virginia.
1st	33d	Buchanan, Andrew, by heirs	Baltimore.
1st	16th	Betts, Solomon	Do.
1st	16th	Brown, Alexander	Do.
1st	16th	Buchanan, James A	Do.
1st	16th	Briscoe, Samuel	Do.
1st	17th	Bohlen, B. & J	Philadelphia.
1st	17th	Bouquet, August., jr	Do.
2d	29th	Banks, William G	Texas.
2d	22d	Bowne, Robert, by executor	New York.
1st	7th	Bailey & Walker, and others	Charleston, S. C.
1st	7th	Boyd, Wm., by administrator, by heirs	Do.
2d	9th	do	Do.
1st	15th	do	Do.
2d	29th	do	Do.
1st	7th	Bold & Rhodes	Charleston, S. C.
1st	11th	do	Do.
1st	15th	do	Do.
1st	7th	Barton, Seth	Baltimore.
1st	7th	Bedford & Morton, by trustee	Do.
1st	7th	Brown, Aquilla	Do.
1st	7th	Buchanan, Andrew	Do.
1st	7th	Beverly, Peter R	Virginia.
1st	7th	Barry, Cole & Barry, by survivor	Baltimore.
1st	7th	Barry, James, by Robert Barry	Do.
1st	17th	Beck, Paul J	Philadelphia.
1st	18th	Bunker, George	New York.
1st	7th	Biddle, Clement	Philadelphia.
1st	*7th*	*Booth*, B., & Co	Charleston, S. C.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Berney, John	New York.
1st	18th	Bleecker, A. L., by executor	Do.
1st	18th	Bache, Theopholis, & Charles McEvers, by survivor	Do.
1st	18th	Bartlett, Thomas	Boston.
1st	18th	Brown, Samuel	Do.
.....	.....	Bates, George	Do.
.....	.....	Brazar, John, by executor	Do.
.....	.....	Bass, Henry	Do.
.....	.....	Bartlett, Thomas	Do.
.....	.....	Barr, John, by guardian	Salem.
.....	.....	Bagley, John, & Son	Portland.
.....	.....	Bell, A. W	Portsmouth, N. H.
2d	29th	Blunt, Bobert, by heirs	Do.
.....	.....	Bradbury, Francis	Vergennes, Vermont.
.....	.....	Brown, Moses, by heirs and executor	Newburyport.
.....	.....	Bartlett, Edward	Do.
.....	.....	Bayley, Samuel, by executor	Do.
.....	.....	Boardman, Wm., by administrator	Do.
.....	.....	Brown, Samuel, jr., by administrator	Do.
.....	.....	Balch, John	Do.
.....	.....	Boardman, Samuel	Do.
.....	.....	Bassett, Christopher	Do.
.....	.....	Butler, Cyrus, and others	Providence.
.....	.....	Brown, Nicholas	Do.
.....	.....	Burr, James	Hartford, Connecticut.
.....	.....	Bentout, Josiah	Do.
.....	.....	Buckley, Francis	Do.
.....	.....	Bacon, Richard, by attorney	Do.
.....	.....	Bulkley, Chauncey	Chatham, Connecticut.
.....	.....	Blachley, Martin	Guilford, Connecticut.
.....	.....	Bryan, G. W., by executor	Philadelphia.
.....	.....	Blight, Peter, by assignees	Do.
.....	.....	Bethel, William	Do.
.....	.....	Bayard, Andrew	Do.
.....	.....	Bleeker, James, as executor	New York.
.....	.....	Brinkerhoff, George	Do.
.....	.....	Bogert, Rudolph, as trustee	Do.
.....	.....	Bleeker, L. M., as executor	Do.
.....	.....	Bowne, R. H. & J. L., as executors	Do.
.....	.....	Bowne, Bowne, & Thomas Eddy, as executors	Do.
.....	.....	Babcock, S. H., as executor	Boston.
.....	.....	Biays, James, by heirs	Baltimore.
.....	.....	Buchanan, George A	Do.
2d	29th	Barney, Louis, as executor	Do.
1st	25th	Baltimore Insurance Company	Do.
.....	.....	Barry, James, by executor	Washington, D. C.
.....	.....	Barry, *James D., as executor*	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Bank of Virginia	Norfolk.
.....	.....	Bree, Ides	Do.
.....	.....	Bonsal, Caleb	Do.
.....	.....	Bramble, George	Do.
.....	.....	Barton, Thomas B., as administrator	Fredericksburg, Va.
.....	.....	Beverly, Robert	Petersburg, Virginia.
.....	.....	Billup, Joice	Mathews C. H., Va.
.....	.....	Bronaugh, John B., by administrator	Stafford C. H., Va.
.....	.....	Blount, John & Thomas, by survivor	Washington, N. C.
.....	.....	Borden, Joseph, by executor	Beaufort, N. C.
.....	.....	Broadfoot, William, as administrator	Charleston.
.....	.....	Barney, Harriet, as administratrix	Louisville, Kentucky.
.....	.....	Borden, James W	Richmond, Indiana.
1st	21st	Bard, Archibald	
2d	29th	Barney, John	Baltimore.
2d	29th	Boss, Nicholas G., by heirs	Newport.
1st	26th	Bowers, John, by heirs	Somerset, Mass.
2d	29th	do	Do.
1st	21st	Breuill, Francis	Philadelphia.
.....	.....	Brown & Ives	Providence.
2d	29th	Boss, John L., by heirs	Newport.
2d	29th	Borst, J. B	New York.
2d	29th	Bubt, John	Do.
2d	29th	Brown, Gilman	Newburyport.
2d	29th	Bowen, William E	Philadelphia.
1st	32d	Benson, Alexander, & Co	Do.
2d	29th	Baldwin, Simeon	New Haven.
2d	29th	Bradly, Abraham, by executor	Do.
1st	18th	Crosby, John, by heirs	Hampden, Maine.
1st	31st	do	Do.
2d	19th	do	Do.
1st	21st	do	Do.
1st	18th	Caldwell, John, and others	Hartford, Connecticut.
1st	21st	do	Do.
1st	31st	do	Do.
2d	31st	do	Do.
1st	18th	Clark, Audley, and others	Newport, Rhode Island.
1st	21st	do	Do.
1st	28th	do	Do.
1st	18th	Child, John T., and others	Warren, Rhode Island.
1st	21st	do	Do.
1st	31st	do	Do.
2d	19th	Clark, Henry, and others	(Kennebunk,) Boston.
1st	20th	do	Do.
1st	20th	Clason, Isaac, by executor	New York.
1st	21st	do	Do.
1st	18th	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists	State or city.
2d	20th	Cruger, Nicholas, by executor	New York.
1st	21st	do	Do.
1st	22d	do	Do.
1st	21st	Case, Philip, by executor	Port Royal, Virginia.
1st	21st	Campbell, Alexander, by heirs	Newburyport.
1st	21st	Cameron, William, by heirs	Wilmington, N. C.
1st	22d	do	Do.
2d	21st	do	Do.
1st	7th	Crafts, William, by heirs, executor	Charleston, S. C.
2d	9th	do	Do.
1st	22d	do	Do.
1st	23d	do	Do.
1st	11th	do	Do.
1st	15th	do	Do.
1st	22d	Christopher, Joseph by his widow	Calais, Maine.
1st	17th	do	Do.
1st	22d	Collins, Charles	Bristol, Rhode Island.
1st	22d	Child, Thomas, by attorney	Chatham, Connecticut.
1st	22d	Cutts, Hampden, and others	Portsmouth, N. H.
2d	22d	Cooper, John B., by heirs	Mobile, Alabama.
2d	29th	do	Do.
1st	23d	Conyngham, Nesbet & Co., by survivor and others	Philadelphia.
1st	23d	Cowper, John, & Co., by survivor	Norfolk.
1st	23d	Cunningham, J. B	Do.
1st	23d	Cox, John	Do.
1st	23d	Cammack, William, as executor	Do.
2d	23d	Chase, Theodore, by his widow	Providence.
2d	29th	do	Do.
2d	29th	Courteney, Robert, by executrix	Baltimore.
1st	31st	do	Do.
1st	31st	Champayne, Robert, by his widow	Do.
2d	31st	do	Do.
2d	29th	do	Do.
2d	29th	Chase, James, by his widow	Somerset, Mass.
1st	31st	do	Do.
2d	23d	do	Do.
2d	29th	Chalmers, John, by heirs	Baltimore.
1st	31st	do	Do.
2d	29th	Cook, Solomon, by administrator	Massachusetts.
2d	29th	Church, J., by administrator	New York.
1st	30th	Corby, Thomas M., by heirs	Norfolk.
1st	34th	do	Do.
2d	34th	do	Do.
1st	31st	Coffin, Mark, by heirs	Providence, R. I.
1st	31st	Crawford, James, by executor	Castine, Maine.
1st	31st	Carpenter, Stephen, by legal representative, administrator	Edenton, N. C.
1st	31st	Cameron, George	Washington, N. C.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Carr, Philip, by heirs	Philadelphia.
1st	31st	Christopher, John, by heirs	Maine.
1st	31st	Cox, James, by heir	———, S. C.
1st	31st	Clark, Ambrose, by administrator	Baltimore.
1st	31st	Carlton, Moses, by his trustee	Wiscasset, Maine.
1st	16th	Colt, Roswell L., as trustee of L. Taylor	New Jersey.
1st	7th	Cole, William, by executor	Baltimore.
1st	16th	do	Do.
1st	16th	Campbell & Riche	Do.
1st	16th	Cox, James	Do.
1st	16th	Campbell, James	Do.
1st	17th	Crousellat, Lewis	Philadelphia.
1st	20th	Clement, Jacob, by assignee	Do.
1st	7th	Corbett, Thomas	Charleston.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Campbell, Harvey, & Co	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Crocher, Hitchborn & Wright, by survivor	Charleston, S. C.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Cripps, John S	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Clarke, James, executor	Baltimore.
1st	7th	Campbell & Wheeler	Virginia.
1st	7th	Caton, Richard	Baltimore.
1st	7th	Causten, Isaac, by his widow	Do.
1st	19th	do	Do.
1st	7th	Cross & Crawley	Charleston, S. C.
1st	18th	Coit, Woolsey & Howland, by survivor	New York.
1st	18th	Constable, William, by executor	Do.
1st	18th	Constable, James, by executor	Do.
1st	18th	Corkle, John	Do.
2d	29th	Cushing, Apollos A., by heirs	Portland.
2d	29th	Coffin, Thaddeus	Nantucket.
2d	29th	Coffin, Zebedial, by heirs	Do.
2d	29th	Chamberlin, Asher	New York.
.....	.....	Codman, John, by executor	Boston.
.....	.....	Codman, Stephen	Do.
.....	.....	Chase, Theodore	Do.
.....	.....	Clapp, Lemuel, by administrator	Do.
.....	.....	Cabot, Joseph S	Salem.
.....	.....	Chase, Philips	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Coffin, Daniel	Portland.
.....	.....	Cross, Joseph, by heirs	Do.
.....	.....	Cutter, A. W	Do.
.....	.....	Clark, Henry	Kennebunk.
.....	.....	Coomley, Philip	Bangor.
.....	.....	Cutts, Edward, by executor	Portsmouth, N. H.
.....	.....	Chase, Stephen, by administrator	Do.
.....	.....	Cutts, Samuel, by heir	Do.
2d	29th	Cutter, Jacob	Do.
.....	.....	Cutter, Daniel	Do.
.....	.....	Cutts, Edward, by administrator	Do.
.....	.....	Chase, William	Do.
.....	.....	Carter, Thomas	Newburyport.
.....	.....	Coolidge, Jonathan, by heirs	Do.
.....	.....	Coffin, David	Do.
.....	.....	Chase, Samuel, by administrator	Do.
.....	.....	Coffin, Samuel, by heirs	Do.
.....	.....	Coombs, William, by administrator	Do.
.....	.....	Carter, Joshua, by assignee	Do.
.....	.....	Clark, Thomas M	Do.
.....	.....	Cook, Zebedee	Do.
.....	.....	Cook, William	Do.
2d	29th	Coffin, William, by executor	Nantucket.
.....	.....	Coit, Benjamin,	Norwich, Connecticut.
.....	.....	Collis, Solomon	New Haven.
.....	.....	Clapier, Louis	Philadelphia.
.....	.....	Coppinger, Francis, by assignees	Do.
.....	.....	Coxe, Daniel W	Do.
.....	.....	Craig, John, by executor	Do.
.....	.....	Conyngham, David H	Do.
.....	.....	Coit, Levi	New York.
.....	.....	Campbell, Duncan P., as trustee	Do.
.....	.....	Craig, William	Do.
.....	.....	Crary, J. S	Do.
.....	.....	Clapp, Frederick, as administrator	Boston.
1st	7th	Carrese, John	Baltimore.
.....	.....	Campbell, Archibald, by executor	Do.
.....	.....	Calman, Joseph, & Co., by trustee	Do.
1st	7th	Corrie, James, by heirs	Do.
.....	.....	Courtney, Buchanan, & Co., by trustee	Do.
.....	.....	Coopman, Zacharia	Do.
.....	.....	Chalmers, John, senior, by heirs	Washington, D. C.
.....	.....	Cowper, John, as executor	Norfolk.
.....	.....	Cooke, G. B	Do.
.....	.....	Case, William R., as executor	Port Royal, Virginia.
.....	.....	Cooper, John B., by heirs	Hampton, Virginia.
.....	.....	Cameron, John, as attorney	Wilmington, N. C.
.....	.....	Craft, Harriet, as executrix	Charleston.
.....	.....	*Colton, M. T., as administrator*	Talladega, Alabama.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Champlin, John T	New York.
1st	7th	Craig, Samuel	Alexandria.
1st	7th	Cary, Joseph	Do.
1st	21st	Case, William R	Port Royal, Virginia.
2d	20th	do	Do.
1st	22d	Child, Thomas	
1st	20th	Clement, S	Philadelphia.
.....	.....	Campbell, William H	New Bedford.
2d	29th	Conroy, John	New York.
1st	32d	Coffin, Arthur J	Philadelphia.
1st	7th	Downell, John, and others	Baltimore.
1st	18th	do	Do.
1st	21st	do	Do.
1st	16th	do	Do.
1st	18th	De Peyster, Frederick & Co., and others	New York.
1st	21st	do	Do.
1st	18th	Davis, William, and others	Plymouth, Mass.
1st	21st	do	Do.
1st	20th	Dudley & Peckman	Salem.
1st	21st	do	Do.
1st	21st	Dunlop, William, & Co., by survivor	Port Royal, Virginia.
1st	21st	Deale, James	Maryland.
1st	23d	do	Do.
1st	21st	Dunant, Edward, by survivor	Philadelphia.
1st	31st	do	Do.
1st	26th	do	Do.
1st	22d	Doane, Nathaniel, by heirs	Chatham, Connecticut.
1st	31st	do	Do.
1st	22d	Dickson, James, as trustee	Wilmington, N. C.
1st	22d	Dart, Joseph	Chatham, Connecticut.
1st	21st	Dunlop, William, by legal representatives	Virginia.
1st	23d	do	Do.
2d	24th	Davenport, Edward J., and others	St. Louis, Missouri.
2d	25th	Dunham, Elisha	Lee, Massachusetts.
1st	26th	Delano, Thomas	New York.
2d	28th	do	Do.
3d	37th	Dexter, Samuel	Gloucester, Mass.
3d	37th	Dexter, Edward	Ohio.
2d	29th	Dashiels, Henry, by his widow	Baltimore.
1st	31st	do	Do.
2d	29th	Dumeste, John, by heirs	Do.
2d	29th	Dorsey, John E., by legal representative, by widow	Maryland.
1st	18th	Desdoity, John B., by executor	New York.
2d	29th	Dorsett, Fielder, by heirs	Maryland.

List of memorials to the Senate on French spolidtions—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	29th	Dorr, Andrew C., by his widow	Boston.
1st	31st	Duncan, William, by heirs—trustees	Baltimore.
1st	31st	Dorsett, W. N., and others	Nottingham, Md.
1st	21st	Derby, E. H., by executor	Salem, Mass.
1st	16th	Douglass, George	Baltimore.
1st	7th	De Sassure, D	Charleston, S. C.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	De Sassure & Ford	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Depau, Francis	Do.
1st	9th	do	Do.
1st	15th	do	Do.
1st	7th	Dugan, Cumberland	Baltimore.
1st	17th	Donath, Joseph	Philadelphia.
1st	18th	Delafield, John, by executor	New York.
1st	18th	Davis, Jonathan, and others	Boston.
1st	18th	Davis, J. P	Do.
1st	18th	Dorr, Ebenezer, by executor	Do.
1st	32d	Downing, J. P	Philadelphia.
2d	29th	Deering, James	Portland.
2d	29th	Dias, Joseph Lopez	New York.
.....	.....	Derby, Samuel G	Boston.
.....	.....	Dodge, P., by executor	Salem.
.....	.....	Deming, James	Portland.
.....	.....	Dennet, Lemuel	Do.
.....	.....	Davenport, Anthony	Newburyport.
.....	.....	Davenport, John, by administrator	Do.
.....	.....	Dole, David	Do.
.....	.....	Davenport, Moses	Do.
.....	.....	Deman, O. N. A., by administratrix	Do.
.....	.....	Davis, Thomas and William, by survivor	Plymouth, Mass.
.....	.....	Dunham, Daniel, by heirs	Norwich, Connecticut.
.....	.....	Daggell, jr., F	New Haven.
.....	.....	Denison, Elisha, and others	New London.
.....	.....	Douglass, Daniel	Do.
.....	.....	Davidson, William, by assignees	Philadelphia.
.....	.....	Dowes, Abijah, by heirs	Do.
.....	.....	Davis, Richard	Do.
.....	.....	Delaplaine, John F., as executor	New York.
.....	.....	Dickinson, Charles, as executor	Do.
.....	.....	Dodd, Benjamin, as administrator	Boston.
.....	.....	Davis, John, as administrator	Do.
.....	.....	Dorr, Nathaniel, as executor	Do.
.....	.....	Dorr, John, as executor	Do.
.....	.....	Dashiel, George W	Baltimore.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Donaldson, Samuel J., as trustee...	Baltimore.
.....	.....	Donaldson, John I., as trustee.....	Do.
.....	.....	De la Roche, George F.....	Do.
.....	.....	Diggs, Beverly, as administrator....	Do.
.....	.....	Deverhagen & Groverman, by survivor.....	Do.
.....	.....	Dubernat, John A.....	Do.
.....	.....	De Laporte, Frederick, by administrator.....	Do.
.....	.....	Dean, Joseph, by executor.....	Alexandria.
.....	.....	Donaldson, Robert and James, by survivor.....	Fayetteville, N. C.
.....	.....	Donaldson, James & Co.....	Do.
.....	.....	Dana, Maria.....	Portsmouth, Ohio.
.....	.....	Derose, John I.....	Bridgeport, Connecticut.
2d	29th	Dustan, James D.....	New York.
2d	29th	Duquid, Thomas.....	Do.
1st	18th	Emerson, Joseph, and others.....	Limerick, Maine.
1st	19th	.....do.....	Do.
2d	19th	.....do.....	Do.
1st	21st	.....do.....	Do.
2d	17th	.....do.....	Do.
1st	22d	Etting, Reuben, surviving partner..	Philadelphia.
1st	23d	.....do.....	Do.
1st	22d	Eckert, John, by administrator.....	Pennsylvania.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	28th	Edwards, Henry W., and others...	
1st	28th	Ely, John, and others.....	
2d	29th	Edmunds, Thomas, by executor....	Virginia, Brunswick Co.
1st	31st	.....do.....	Virginia, Brunswick Co.
1st	31st	Emerson, jr., Edward, by heirs....	Maine.
1st	7th	Eiselen & Horne, by survivor.....	Baltimore.
1st	16th	Ellicott, Andrew.....	Do.
1st	16th	Etting, Solomon.....	Do.
1st	18th	Elmendorf, Edmund, as trustee.....	New York.
1st	18th	Eddy, Thomas, by executor.....	Do.
1st	18th	Eddy, Benjamin, by administrator..	Boston.
1st	18th	English, Thomas.....	Do.
1st	18th	Elwell, Payer.....	Waldoboro', Maine.
1st	7th	Easton, David.....	Alexandria.
.....	.....	Eiselen, Conrad, by administrator..	Philadelphia.
.....	.....	Eddy, Thomas, by executor.....	New York.
.....	.....	Eddy, Caleb, as administrator.....	Boston.
.....	.....	Eckert, George, as administrator....	Milton, Pennsylvania.
.....	.....	Ellicott, Elias, as trustee.....	Baltimore.
.....	.....	*Ellis*, George, by administratrix....	Newbern, N. C.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Ellis, Amarylis, as administratrix...	Newbern, N. C.
1st	18th	Fisher, James C., and others.....	Philadelphia.
1st	21st	.....do.....	Do.
1st	20th	Fellows, Nathaniel.....	Boston.
1st	20th	Fry, Benjamin, by administrator....	Newport, R. I.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	21st	Fuller, Nathan, as executor.....	Houston, Texas.
1st	21st	Ferguson, Robert, by executor and others.....	Maryland.
2d	21st	Francis, David.....	Wethersfield, Conn.
1st	22d	.....do.....	Do.
1st	22d	Franklin, Robinson & Co., by Joseph L. Dias, agent.....	New York.
1st	22d	Forrest, Daniel D., by attorney....	Wilmington, N. C.
2d	22d	Foster, William, by administrator—widow.....	Wiscasset, Maine.
2d	22d	Fletcher & Otway, by survivor.....	Alexandria, D. C.
1st	23d	Fry, Christopher, and others, by heirs	Norfolk.
1st	23d	Frost, John, by legal representative.	Salem, Massachusetts.
2d	29th	Falconer, Jonathan, by heirs.....	Baltimore.
1st	31st	.....do.....	Do.
1st	7th	Fraser, Thomas, by his widow.....	Bordentown, N. J.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	31st	Fitch, Pelatiah, by heirs.....	Athens, New York.
1st	31st	Fitch, C. W.....	Ohio.
1st	7th	Ferguson, Robert, surviving partner.	Maryland.
1st	31st	.....do.....	Do.
1st	31st	Francis, Daniel, by heirs.....	Wethersfield, Conn.
1st	31st	Frisby, Richard, by his widow.....	Baltimore.
2d	29th	.....do.....	Do.
1st	24th	Fettyplace, William.....	
1st	7th	Fitzsimmons, Christopher.....	Charleston, S. C.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Fuller, Abraham.....	Maryland.
1st	7th	Ferguson & Robertson.....	Do.
1st	18th	Frazer, Samuel A, and others.....	Boston.
1st	18th	Faris, William.....	Newburyport.
1st	18th	Frothingham, Andrew and Benjamin, by survivor.....	Do.
1st	18th	Frothingham, jr., Andrew, by guardian.....	Do.
1st	18th	Frothingham, Stephen.....	Do.
.....	.....	Francis, Daniel.....	Hartford, Connecticut.
2d	29th	*Forbes, Jehial*.....	New Haven.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Fisher, Thomas	Philadelphia.
.....	.....	Falls & Brown, by survivor	Baltimore.
.....	.....	Falconer, Abraham	Do.
.....	.....	Fry, Christopher, as trustee	Norfolk.
.....	.....	Frost, John, by trustee	Do.
.....	.....	Fitzhugh, Alexander, as administrator	Stafford C. H., Va.
2d	29th	Fuller, Belcher, by executor	Beaufort, N. C.
.....	.....	Frazer, Thomas	Charleston.
1st	7th	Fendall, Philip Richard	Alexandria.
1st	21st	Finley, John	
2d	29th	Foot, Erastus	Wiscasset.
2d	29th	Fitch, Obed	Nantucket.
1st	32d	Freeman, Henry	Philadelphia.
2d	29th	Fitch, Eleazer T.	New Haven.
1st	18th	Gardner, Paul, & Sons, and others	Nantucket.
1st	21st	.....do	Do.
2d	29th	.....do	Do.
1st	18th	Goodrich, James, and others	New Haven, Conn.
1st	21st	.....do	Do.
2d	29th	.....do	Do.
1st	19th	Griffith, Robert, surviving partner and others	Philadelphia.
1st	21st	Granbury, James, by his widow	Edenton, N. C.
2d	20th	.....do	Do.
2d	22d	.....do	Do.
1st	21st	Geyer, Frederick, by executor	Mobile, Alabama.
2d	20th	.....do	Do.
1st	21st	Glavery, Francis R., by heirs	New Orleans.
2d	20th	.....do	Do.
1st	21st	Goelet, Peter, by executor	New York.
2d	20th	.....do	Do.
1st	18th	.....do	Do.
1st	21st	Gilpin, Joshua, surviving partner	Philadelphia.
2d	22d	Gaylord, Aaron, by administrator	Hartford, Connecticut.
1st	23d	Grubb, James, by executrix	Philadelphia.
2d	29th	Gardner, Caleb, by executor	Newport, R. I.
1st	31st	Glassell, Andrew, by heirs	Fredericksburg, Va.
2d	30th	.....do	Do.
1st	31st	Geyer, F. W., by heirs, by executor	Boston.
1st	31st	Gibbs, William C., and others	Newport, R. I.
1st	31st	Gaylord, Moses, by heirs	Connecticut.
1st	31st	Gardner, J. and G., by legal representative	Augusta, Georgia.
1st	31st	Griffith, Stephen, by heirs and others	Chatham, Conn.
1st	*31st*	*Griswold, Gaylord*	Connecticut.
1st	*34th*	*Gibbs, George, by his widow*	New York.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	34th	Gibbs, George, by his widow	New York.
2d	35th	Gelston, David, by heirs	Do.
2d	35th	Gelston, Cotton, by heirs	Do.
1st	16th	Gilmor, William, surviving partner,	Baltimore.
1st	17th	Girard, Stephen	Philadelphia.
1st	17th	Goddard, John	Portsmouth, N. H.
1st	7th	Groning, Lewis and R., by survivor	Charleston, S. C.
1st	11th	do	Do.
1st	15th	do	Do.
1st	17th	do	Do.
1st	7th	Geyer, John	Do.
1st	11th	do	Do.
1st	15th	do	Do.
1st	17th	do	Do.
1st	7th	Gairdner, James, surviving partner	Do.
1st	11th	do	Do.
1st	15th	do	Do.
1st	17th	do	Do.
1st	7th	Gilmor, jr., Robert	Baltimore.
1st	16th	do	Do.
2d	29th	do	Do.
1st	18th	Greene, David, by administrator	Boston.
1st	7th	Gilmor, Robert & Co	Baltimore.
1st	7th	Gordon, Peter	Do.
1st	7th	Ghequire, Charles, by trustee	Do.
1st	18th	Gracie, Archibald	New York.
1st	19th	do	Do.
1st	7th	Gairdner, Edward & Co	Charleston.
1st	15th	do	Do.
1st	7th	Gadsden, Philip	Do.
1st	18th	Griswold, George	New York.
1st	18th	Gouveneur, Joseph, by executor	Do.
1st	18th	Granger, Doctor J	Do.
1st	18th	Gray, William, by executor	Boston.
1st	18th	Goddard, Thatcher, by administrator	Do.
.....	.....	Gregory, George, by heirs	Boston.
.....	.....	Gray, Edward	Do.
.....	.....	Goddard, Nathaniel	Do.
.....	.....	Goodhue, Benjamin, by executor	Salem.
.....	.....	Gilman, Nicholas	Kennebunk.
.....	.....	Gillpatrick, Richard	Do.
.....	.....	Glasier, Benjamin	Newburyport.
.....	.....	Gage, Jonathan	Do.
.....	.....	Greenleaf, Jacob	Do.
.....	.....	Grenish, Jacob	Do.
.....	.....	Gladding, Nathaniel	Bristol, Rhode Island.
.....	.....	Gibbert, George	Norwich, Connecticut.
.....	.....	Gibson, John, by administrator	Philadelphia.
.....	.....	*Gurney & Smith, by survivor*	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Gouverneur, S., as executor	New York.
.....	.....	Gracie, W., committee.....	Do.
.....	.....	Gray, Francis C., as executor.....	Boston.
.....	.....	Green, Charles W., as administrator.	Do.
.....	.....	Goddard, Wm. D., as administrator.	Do.
.....	.....	Gray, John C.....	Do.
.....	.....	Granberry, John, by administrator..	Norfolk.
.....	.....	Grundy, George, by trustee.....	Baltimore.
.....	.....	Gatewood, Richard.....	Norfolk.
.....	.....	Graham, T.....	Do.
.....	.....	Granbery, Mary, as administratrix..	Edenton, N. C.
.....	.....	Gardner, James.....	Charleston.
.....	.....	Gaylord, Wm., as administrator....	Augusta, Georgia.
2d	29th	Gardner, S. F., by representative...	Newport.
2d	29th	Gilmor, Robert, by executor.....	Baltimore.
1st	7th	Hollins, John, and others.....	Baltimore.
1st	18th	.....do.....	Do.
1st	18th	Huntington, Jabez.....	Norwich, Connecticut.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	18th	Hogg, John, and others.....	Fayetteville, N. C.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	18th	Hallam, George, and others.....	New London, Conn.
1st	21st	.....do.....	Do.
1st	18th	Harvey, Henry, and others.....	Wilmington, N. C.
1st	21st	.....do.....	Do.
1st	18th	Henshaw, David, by heirs.....	Middlebury, Vermont.
1st	21st	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	18th	Hooper, William and Nathaniel....	Marblehead, Mass.
1st	21st	.....do.....	Do.
1st	19th	Hays, Samuel.....	Philadelphia.
2d	19th	Hartshorne, Richard, and others, heirs	Shrewsbury, N. J.
1s	21st	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	31st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	20th	Haskall, Ignatius and Solomon.....	Bangor, Maine.
2d	20th	Hays, Judah.....	New York.
1st	21st	.....do.....	Do.
2d	20th	Holmes, John, by administrator....	Baltimore.
2d	20th	Hall, Edward, by executor.....	Hartford, Maryland.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	*20th*	Hatch, Amos, by heirs.....	Newport.
1st	*21st*	*Hart*, William, by administrator....	Saybrook, Connecticut.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	21st	Hall, Elijah, by heirs and others	Portsmouth, N. H.
2d	28th	do	Do.
1st	21st	Huntress, Samuel, by executor	Do.
1st	21st	Haskins, Givert, and others	Baltimore.
1st	21st	Havens, Philetus, by administrator	New York.
1st	21st	Henderson, Ferguson & Gibson, by attorney	Port Tobacco, Md.
2d	21st	Halsey, Thomas L., and for heirs	Povidence, R. I.
2d	29th	do	Do.
1st	31st	do	Do.
2d	21st	Hackelton, James	Bristol, Maine.
1st	22d	Hasty, Robert, by executor	Hope, Maine,
1st	22d	Higgenbotham, Thomas, by heirs	Baltimore.
1st	31st	do	Do.
1st	22d	Hurd, Jesse, by heirs	Connecticut.
1st	18th	Hatch, Crowell. by administrator	Boston.
2d	22d	do	Do.
1st	31st	do	Do.
2d	29th	do	Do.
1st	23d	Hilton, Hale	Somerset, Mass.
1st	23d	Hill, Mark L., and others	Phipsburg, Maine.
3d	27th	Hall, Isaac, and Thomas Curtis	Boston.
2d	29th	Henshaw, Daniel, by heirs	Middlebury, Vermont.
1st	31st	do	Do.
2d	29th	Hammond, Philip, by heirs	Salem.
2d	29th	Hartshorne, William, by his widow	Red Bank, New York.
1st	30th	Havens, Nathaniel A., by legal representative—executor	Portsmouth, N. H.
2d	29th	do	Do.
1st	31st	Hatch, Mark, by heirs	Wiscasset, Maine.
1st	31st	Hathway, T. N., as legal representative	Edenton, N. C.
1st	31st	Huntress, David, by heirs	Portsmouth, N. H.
1st	31st	Howland, Cornelius, by executor	New Bedford.
1st	31st	Hooker, Isaac, by heirs	New York.
1st	31st	Hill, Edward, and others	Swansborough, N. C.
2d	31st	Hooker, Horace, by heirs	
1st	7th	Hodgson, William, by his widow	Alexandria, D. C.
1st	34th	do	Do.
2d	34th	do	Do.
1st	16th	Hoffman, Peter, & Son, by survivor	Baltimore.
1st	16th	Hawkins, James L.	Do.
1st	16th	Hoffman, George	Do.
1st	16th	Hindman, James	Do.
1st	16th	Hollins & McBlair	Do.
1st	30th	Hatch, Henry	Boston.
2d	20th	Haskins, Nichols & Co.	Baltimore.
1st	18th	Huttleson, Henry	
1st	7th	Hargeaves, J. and J.	Charleston, S. C.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	9th	Hargeaves, J. & J	Charleston, S. C
1st	15th	do	Do.
1st	7th	Hamilton, James	Do.
1st	15th	do	Do.
1st	7th	Haslett, John	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Hazlehurst, Richard & Co	Do.
2d	9th	do	Do.
1st	7th	Hartshorne. William, and others	Alexandria, D. C.
1st	7th	Hallingsunth, Thomas and Samuel, by survivor	Baltimore.
1st	7th	Holmes, Hudson & Co., by survivor	Do.
1st	7th	Hillen, John	Do.
1st	16th	Hutton, James	Do.
1st	16th	Hollingsworth, Samuel	Do.
1st	17th	Hunt, Wilson	Boston.
1st	17th	Henry, Alexander	
1st	17th	Harrison, George	
1st	17th	Haga, Godfrey	Philadelphia.
1st	18th	Hoffman & Seton, by survivor	New York.
1st	18th	Hall, Elijah	Portsmouth, N. H.
1st	18th	Howland, Joseph, by his assignee	New York.
1st	18th	Hallett, Richard S	Do.
1st	18th	Hoyt & Tom, by survivor	Do.
1st	18th	Higgenson, Stephen	Boston.
1st	18th	Holmes, Barzillia	Do.
1st	18th	Horner, Benjamin P	Do.
1st	18th	Holbrooke, Edward	Do.
1st	18th	Hodges, Benjamin	Salem.
1st	18th	Hoovy, Thomas	Portland.
1st	18th	Howard, William	Do.
1st	18th	Horton Rufus	Do.
2d	29th	do	Do.
1st	18th	Horton, John	Do.
1st	18th	Halliburton, A	Portsmouth, N. H.
2d	29th	Hotchkiss, H. and L	New Haven.
2d	29th	Hotchkiss, R. and H. D	Do.
1st	32d	Harper, James	Philadelphia.
1st	32d	Hutchinson, B. P	Do.
.....	.....	Holland, Stephen	Bangor.
.....	.....	Haven, John	Portsmouth, N. H.
.....	.....	Ham, William	Do.
.....	.....	Haskell, Solomon	Newburyport.
.....	.....	Hunt, W. G	Do.
.....	.....	Hoyt, Nathan	Do.
.....	.....	Hewton, by administrator	Do.
.....	.....	Ham, Thomas	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Hale, Thomas	Newburyport.
.....	.....	Haskell, S., by heirs	Do.
.....	.....	Hunt, Elias, by his widow	Do.
.....	.....	Haskell, Ignatius, by attorney	Do.
.....	.....	Hoyt, Joseph	Do.
.....	.....	Hough, Benjamin K.	Gloucester, Mass.
.....	.....	Hedge, B.	Plymouth, Mass.
.....	.....	Hume, Henry	Bristol, R. I.
.....	.....	Hempsted, Josiah	Hartford, Connecticut.
.....	.....	Henry, Thomas, by executor	Philadelphia.
.....	.....	Haga, Godfrey & Co., by survivor	Do.
.....	.....	Hoffman, Martin	New York.
.....	.....	Havens, Gabriel	Do.
.....	.....	Hoyt, G., by committee	Do.
.....	.....	Hancock, John, as executor	Boston.
.....	.....	Horne, John S., by trustee	Baltimore.
.....	.....	Hastings, Jonas, as administrator	Do.
.....	.....	Hall, George William, as executor	Maryland.
1st	20th	Hudson, Jonathan, by administrator	Washington, D. C.
.....	.....	Hinton, Joseph B., as administrator	Washington, N. C.
.....	.....	Hathaway, James, by administrator	Edenton, N. C.
1st	7th	Hamilton, Robert	Alexandria.
1st	7th	Hampton, Beyard	Do.
2d	29th	Hendrickson, Stephen	New York.
2d	29th	Huntoon, Charles	Do.
2d	29th	Holly, William C.	Do.
2d	29th	Hussey, Samuel T., by heirs	Portland.
2d	29th	Hubbs, William, by heirs	Do.
2d	29th	Haven, Alfred W.	Portsmouth, N. H.
1st	32d	Harper, William	Philadelphia.
1st	18th	Insurance companies	Do.
1st	19th	do	Do.
1st	18th	do	Baltimore.
2d	29th	do	Do.
1st	31st	do	Do.
1st	32d	do	Do.
1st	18th	do	Alexandria.
2d	24th	do	Do.
1st	31st	do	Do.
1st	18th	do	New Haven.
2d	24th	do	Do.
1st	26th	do	Do.
1st	31st	do	Do.
1st	18th	do	Warren, R. I.
1st	31st	do	Do.
1st	18th	do	Charleston, S. C.
1st	31st	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	Insurance companies	New York
1st	25th	do	Do.
1st	18th	do	Boston.
1st	31st	do	Do.
1st	18th	do	Providence, R. I.
1st	31st	do	Do.
1st	31st	do	New London, Conn.
		Ives, Thomas P., and others	Providence.
		Israel, Samuel, by assignees	Philadelphia.
1st	7th	Irwin, Thomas	Alexandria,
2d	29th	Ilsley, Isaac	Portland.
2d	29th	Improw, Charles I	New Haven.
2d	29th	Ives, Eli	Do.
1st	15th	Inskeep, John, and others	Philadelphia.
1st	18th	Jackson, Richard, and others	Providence, R. I.
2d	19th	do	Do.
1st	21st	do	Do.
1st	7th	Johnston, Christopher, by executrix	Baltimore.
2d	20th	do	Do.
1st	21st	do	Do.
2d	29th	do	Do.
1st	21st	Johnson, Robert	Middletown, Conn.
1st	31st	Jones, Edward, by heirs	Boston.
1st	31st	Joynes, Thomas R	Virginia.
2d	19th	Johnson, B. V., by executor	
1st	21st	do	
1st	7th	Jenkins, Thomas C	Baltimore.
1st	16th	do	Do.
1st	7th	Jaffray, James, by administrator	Do.
1st	18th	do	Do.
1st	18th	Jones, John C., by executor	Boston.
1st	18th	Janverin, George, by executor	Portsmouth, N. H.
1st	18th	Johnson, Eleazer	Newburyport.
		Jackson, Abraham, by heirs	Do.
		Junurin, Joseph	Do.
		Jaques, David	Do.
		Jackson, Thomas and William, by survivor	Plymouth, Mass.
		Jones, William, by executor	Philadelphia.
		Jones & Clark, by survivor	Do.
1st	7th	Janney, John	Alexandria.
1st	7th	Janney, Elisha	Do.
		Jackson, Daniel	Plymouth, Mass.
2d	29th	Jewett, James	New York.
1st	32d	Jones, Samuel W	Philadelphia.
1st	18th	Kettle, Thomas	Boston.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	Kennard, Samuel G., by his widow..	Chestertown, Md.
1st	21st	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	20th	King, Joshua.....	Bridgfield, Connecticut.
1st	25th	....do.....	Do.
1st	22d	Knapp, Josiah or Joseph	Boston.
2d	29th	Kearney, James, by his widow.....	Perth Amboy, N. J.
2d	29th	Knox, George, by administrator....	New York.
1st	18th	.....do.....	Do.
1st	7th	Korn, John Jacob, by heirs.....	Alexandria, D. C.
2d	29th	.....do.....	Do.
1st	31st	Kingsbury, Joseph.....	York, Maine.
1st	31st	Knal, Lemuel, and others.....	Massachusetts.
1st	31st	Korig, Frederick.....	Baltimore.
2d	29th	Keating, John, for heirs of John Bowers.....	Columbus, Ohio.
1st	17th	Kintzing, Abraham.....	Philadelphia.
1st	7th	Kirk & Lukens, by attorney, by survivor.....	Charleston S. C.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Kohne, Frederick.....	Philadelphia.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Krupping & Stemmach.....	Charleston.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Kelly, Michael.....	Do.
2d	9th	.....do.....	Do.
1st	15th	... .do.....	Do.
1st	7th	Kern, John F.....	Huntington, S. C.
1st	11th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	17th	.....do	Do.
1st	7th	Konig, F. & H., by surviving partner.....	Baltimore.
1st	18th	Kemble, William, by executor.....	New York.
1st	18th	Ketchum, John I., by his widow..	Do.
.....	.....	King, James, by administrator.....	Salem.
2d	29th	Kennard, James, by heirs.....	Portsmouth, N. H.
.....	.....	Knight, Amos.....	Newburyport.
.....	.....	Kimball, Edmund.....	Do.
.....	.....	Knight, Joseph, by administrator....	Do.
.....	.....	Knap, Anthony.....	Do.
.....	.....	Ketland, Thomas, by assignee.....	Philadelphia.
.....	.....	Kemble, Peter, as executor.....	New York.
.....	.....	Kennard, John S.....	Chestertown, Md.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Kennedy, James, by administratrix.	Alexandria.
.....	.....	Kennedy, Letitia, as administratrix.	Do.
1st	7th	Korn & Wisemiller.....	Do.
2d	29th	Ketchum, Israel.....	New York.
2d	29th	Kennard, J. T., by heirs.....	Chestertown, Md.
2d	29th	Kimberly, Dennis..... ..	New Haven.
1st	18th	Leffinwell & Pierpont, by survivor..	New York.
1st	18th	Lewis Ezra, by administrator	Do.
1st	18th	Little, Otis, and others.....	Castine, Maine.
2d	19th	.....do.....	Do.
1st	21st	.....do..... ...	Do.
1st	31st	.....do.....	Do.
1st	20th	Leonard, John, by heirs and widow..	New Jersey.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	21st	Lyman, Theodore.....	Boston.
1st	21st	Lewis, Philip B	New Bedford, Mass.
1st	22d	Lindley, Joseph, by executor	New York.
2d	26th	Loring, Jerome.....	
2d	29th	Livinston, John, by heirs.....	New York.
2d	29th	Latting, Jacob, by heirs.....	Glen Cove, New York.
1st	31st	.....do.....	Do.
2d	29th	Lowry, John.....	Baltimore.
1st	30th	Ladd, Eliphalet, by legal representative, executor.....	Portsmouth, N. H.
2d	29th	.....do.....	Do.
1st	31st	Leet, Gideon, by heirs.....	Lafayette, Indiana.
1st	31st	Lockwood, William, and others....	Norwalk, Connecticut.
1st	31st	Ludlow, Daniel, by heirs.....	New York.
2d	31st	Lockwood, W. G., and others.....	Norwalk, Connecticut.
2d	29th	Le Roy, Lewis, by his widow.....	Washington, N. C.
1st	22d	Lockwood, Eliphalet, by administrator.....	Norwalk, Connecticut.
1st	7th	Lukens, John.....	Charleston, S. C.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Luan, P.....	Charleston.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Lockey, George, by executor.....	Do.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Lawson, Isaac.....	Baltimore.
1st	7th	Lowry, William, by heirs.....	Do.
2d	29th	.....do.....	Do.
1st	7th	Lorman & Fulford.....	Do.
1st	7th	Lorman, William	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	16th	Lorman, William	Baltimore.
1st	17th	Lewis, David	
1st	17th	Large, John	Philadelphia.
1st	17th	Leamy, John	Do.
1st	17th	Latimer, George	Do.
1st	18th	Lawrence, A. H	New York.
1st	18th	Ludlow, Thomas, by executor	Do.
1st	18th	Livingston, P. W	Do.
1st	18th	Laight, Wm. & Charles, by survivor	Do.
2d	29th	Lyon, Nathaniel, by administrator	New Haven.
2d	29th	Ladd, Henry H., by executor	Portsmouth, N. H.
2d	29th	Law, George	Baltimore.
.....	.....	Lewis, Thomas, by administrator	Boston.
.....	.....	Lerell, Jacob	Do.
.....	.....	Lambert, William, by executor	Do.
.....	.....	Little, Doty	Castine.
.....	.....	Low, John	Kennebunk.
.....	.....	Libby, Daniel	Scarboro'.
.....	.....	Lowe, Joseph	Portsmouth, N. H.
2d	29th	Lunt, Thomas, by executrix	Do.
2d	29th	Lord, Samuel, by executor	Do.
.....	.....	Lewis, Edmund, by heirs	Marblehead.
.....	.....	Le Breton, Peter, by executor	Newburyport.
.....	.....	Long, Nathan	Do.
.....	.....	Lunt, Benjamin, jr	Do.
.....	.....	Lunt, Micajah	Do.
.....	.....	Lunt, Abel, by heirs	Do.
.....	.....	Lunt, J. C	Do.
.....	.....	Lunt, Benjamin	Do.
.....	.....	Lobdell, Ebenezer, by heirs	Plympton, Mass.
.....	.....	Lewis, E. E	New Haven.
.....	.....	Leffingwell, William	Do.
.....	.....	Leavenworth, Edmund, for owners of schooner George and Jane, Captain Elliot	Derby, Connecticut.
.....	.....	Lewis, James, by administrator	Do.
.....	.....	Lockwood, Buckingham	Chatham, Connecticut.
.....	.....	Latimer, James	Philadelphia.
.....	.....	Longstreth, Joshua	Do.
.....	.....	Ludlow, Gulian, as executor	New York.
.....	.....	Lewis, Samuel S., as administrator	Boston.
.....	.....	Loring, Charles G., as executor	Do.
.....	.....	Lanahan, J. I. W	Baltimore.
.....	.....	Lamb, William B	Norfolk.
.....	.....	Leet, G. J	Portsmouth, Ohio.
1st	7th	Laurason, James	Alexandria.
1st	32d	Leaning, J. Fisher	Philadelphia.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	Miller, James, and others	Belfast, Maine.
2d	19th	do	Do.
1st	21st	do	Do.
2d	29th	do	Do.
1st	31st	do	Do.
1st	18th	Miller, Robert & James	Do.
2d	19th	Moody, Joseph, and others	Kennebunk, Maine.
1st	21st	do	Do.
2d	31st	do	Do.
2d	19th	Marrart, John	Talledega, Alabama.
1st	21st	do	Do.
2d	22d	do	Do.
1st	31st	do	Do.
2d	20th	Morgan & Price, by survivor	Philadelphia.
2d	20th	Murray, John B., by executor	New York.
1st	21st	do	Do.
2d	20th	McPherson, Daniel, by his widow	Philadelphia.
1st	21st	do	Do.
1st	21st	Morgan, John, and others	Hartford, Connecticut.
2d	22d	do	Do.
1st	7th	Man & Foltz, by executor	Charleston, S. C.
1st	23d	do	Do.
1st	21st	do	Do.
1st	7th	Morris, Thomas, and others	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	21st	do	Do.
1st	21st	Mushet, James, by his heirs	Brentville, Virginia.
1st	23d	do	Do.
2d	21st	McClure, Thomas	Bristol, R. I.
1st	22d	Massey, Charles, jr., and others	Philadelphia.
1st	32d	do	Do.
1st	22d	Millikin, John	Montville, Maine.
1st	28th	do	Do.
1st	22d	Manchester, Isaac, and others	Bristol.
1st	31st	do	Do.
1st	22d	Melchor, William, by administrators	New Castle, Maine.
1st	31st	do	Do.
2d	22d	Minturn & Champlin, by survivor	New York.
2d	22d	Minturn, Wm., by legal representative	Do.
1st	18th	do	Do.
2d	22d	McClausland, Marcus, by administrator	Baltimore.
1st	23d	do	Do.
2d	26th	Moody, John M	Kennebunk, Maine.
1st	28th	Mitchell, Jacob	Nantucket.
1st	28th	Millikin, John, by legal representative	Montville, Maine.
1st	31st	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	28th	McLellan, Arthur, by executor	Portland, Maine.
2d	29th	do	Do.
2d	28th	Marchand, L. D., by heirs	Little Rock, Arkansas.
2d	28th	Morse, Eliakim	Boston.
2d	28th	Manning, John, by heirs	Portsmouth, N. H.
1st	29th	McLellan, Thomas, and others	Portland.
2d	28th	do	Do.
2d	29th	Manning, Thomas, by legal representative, administrator	Portsmouth, N. H.
2d	29th	McKim, Alexander, by executrix	Baltimore.
2d	29th	McClintock, John, and others	Portsmouth, N. H.
1st	18th	do	Do.
2d	29th	Macauly, Alexander, by legal representative	Williamsburg, Virginia.
1st	31st	do	Do.
2d	31st	do	Do.
2d	29th	Massy, Joseph & George R	Baltimore.
1st	7th	Massy, Joseph, by heirs	Do.
2d	29th	do	Do.
2d	29th	Macy, Obed, by executor	Nantucket.
2d	29th	Martin, Edward, and others	North Carolina.
2d	30th	Marchand, L., as administrator	(Little Rock, Ark.,) Balt.
2d	29th	do	Do.
1st	31st	do	Do.
2d	29th	Miller, Joseph I., by heirs	Philadelphia.
2d	29th	Martin, Jeremiah, by heirs	Washington, N. C.
2d	29th	Munikeysen, John, by his widow	Baltimore.
2d	29th	Mussi, Joseph, by heirs	Philadelphia.
1st	7th	McKim, Robert & Alexander, by survivor	Baltimore.
2d	29th	do	Do.
1st	7th	Mactier, Alexander, by heirs	Do.
1st	16th	do	Do.
2d	29th	do	Do.
2d	29th	Megee, William F., by heirs	New Orleans.
2d	29th	Morton, Perez, by heirs	
2d	29th	Mercer, John	
2d	29th	McDonald, John E	Aiken, S. C.
2d	29th	McDonald, James C. W	Do.
2d	29th	Macy, Thomas, and others	Nantucket.
2d	31st	McWilliams, Joshua, by his widow	
1st	35th	Montgomery, Robert & John, by heirs, by assignee	Baltimore.
1st	7th	McClure, Cochran	Charleston.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Miller, James & Son	Do.
2d	9th	do	Do.
1st	15th	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	McCausland, John	Wilmington, N. C.
2d	22d	Miller, Samuel, by heirs	Wiscasset, Maine.
2d	29th	do	Do.
2d	22th	Minturn & Thurston	New York.
1st	7th	Massy, William	Baltimore.
1st	7th	McKim, John & Son, by heirs	Do.
1st	7th	Messonnier, Henry, by executor, and as trustee	Do.
1st	7th	McCornick, James	Do.
1st	7th	McFadon, John, by heirs, and as trustee	Do.
1st	7th	McCreery, Wm., by administrator	Do.
1st	7th	Monroe, Jonathan	Do.
1st	7th	McFaden, Wm. & Co., by survivor	Do.
1st	7th	Marcau, Jonas	Do.
1st	7th	Magruder, W. B. & Co., by survivor and trustee	Do.
1st	7th	Maris, George	Do.
1st	16th	do	Do.
1st	7th	McKim, Isaac	Do.
1st	7th	McKim, Samuel	Do.
1st	7th	McKim, William D	Do.
1st	7th	Mayer & Brantz, by survivor	Do.
1st	7th	Mathews, William	Do.
1st	7th	McDonald, William	Do.
1st	17th	Miller, John, jr., by attorney	Philadelphia.
1st	17th	Montgomery, William	Do.
1st	17th	Maguire, F. Q	Do.
1st	17th	Murray, A	Do.
1st	7th	Muir & Boyd, by survivor	Charleston, S. C.
1st	7th	Miller & Robertson	Do.
2d	29th	do	Do.
1st	7th	Merchants, sundry	Portsmouth, N. H.
2d	9th	do	Do.
2d	14th	do	Do.
1st	18th	do	Do.
1st	24th	do	Do.
3d	27th	do	Do.
1st	18th	do	Charleston, S. C.
1st	15th	do	Do.
1st	31st	do	Do.
2d	22d	do	Philadelphia.
1st	15th	do	Do.
1st	18th	do	Do.
1st	23d	do	Do.
1st	32d	do	Do.
1st	22d	do	Pennsylvania.
1st	18th	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	22d	Merchants, sundry	Pennsylvania.
1st	26th	do	Do.
2d	22d	do	Baltimore.
1st	15th	do	Do.
1st	25th	do	Do.
3d	27th	do	Do.
1st	7th	do	New York.
2d	22d	do	Do.
1st	15th	do	Do.
2d	19th	do	Do.
3d	27th	do	Do.
2d	22d	do	Boston.
1st	15th	do	Do.
3d	27th	do	Do.
1st	24th	do	Providence, R. I.
1st	26th	do	Do.
2d	25th	do	St. Louis, Missouri.
2d	26th	do	Nantucket.
1st	31st	do	Do.
1st	7th	do	Massachusetts.
1st	28th	do	Do.
3d	27th	do	Do.
1st	31st	do	Do.
1st	29th	do	York, Maine.
1st	28th	do	Rhode Island.
2d	19th	do	Do.
2d	29th	do	Monmouth, N. J.
2d	29th	Merryman, John	Portland.
2d	29th	Merrill, Thomas	Do.
2d	29th	Mayor, Ebenezer, by assignee	Do.
2d	29th	Mitchell, Obed, by administrator	Nantucket.
2d	29th	Macy, Silvanus, by executor	Do.
2d	29th	Mead, Wilter	New York.
2d	29th	Munro, Henry	Do.
.....	.....	Merry, Jonathan, by administrator	Boston.
.....	.....	Makepeace, Geo., by administrator	Do.
.....	.....	Mary, Joseph	Do.
.....	.....	Mount, John F	Salem.
.....	.....	Marr, James	Wiscasset.
.....	.....	Morrill, Nahum	Kennebunk.
.....	.....	Moody, Joseph	Do.
.....	.....	Moore, Samuel, by his widow	Portsmouth, N. H.
2d	29th	Marsh, Matthew S., by administrator	Do.
2d	29th	Marsh, Nathaniel B	Do.
2d	29th	Moody, John, by heirs	Newburyport.
.....	.....	Marquand, Joseph, by administrator	Do.
.....	.....	Mitchell, Samuel	Nantucket.
.....	.....	Macy, Francis G	Do.
2d	29th	Mitchell, Aaron	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Maine Fire & Marine Insurance Co.	Portland.
.....	.....	Mason, Amasa	Providence.
.....	.....	Mark, Jacob & Co	New York.
.....	.....	McEvers, Charles	Do.
.....	.....	McCall, Archibald, by survivor	Philadelphia.
.....	.....	McCall, Peter, by administrator	Do.
.....	.....	Meany, John, by assignees	Do.
.....	.....	Moore, Thomas Lloyd, by administrator	Do.
.....	.....	Miller, William	Do.
1st	32d	McAlester, Charles	Do.
.....	.....	Murray, Hamilton, as administrator	New York.
.....	.....	Murray, John R., as executor	Do.
.....	.....	Murray, James B., committee	Do.
.....	.....	Massachusetts Fire & Marine Insurance Company	Boston.
.....	.....	Mackay, W., by administrator	Do.
.....	.....	Mackay, R. C., as administrator	Do.
.....	.....	Mayer, Charles F., as executor	Baltimore.
1st	7th	McFadon, John, & Co., by survivor	Do.
.....	.....	Mayer, Christian, as trustee	Do.
.....	.....	McCandless, Robert and George, as trustees	Do.
2d	29th	Maryland Insurance Company	Do.
.....	.....	McKim, Robert, by executor	Do.
.....	.....	Macdonald, Alexander, as administrator	Do.
.....	.....	McKean, Robert, by heirs	Philadelphia.
.....	.....	Meredith, Jonathan, as trustee	Baltimore.
.....	.....	Myer, Jacob, by heirs	Do.
2d	29th	Marine Insurance Company	Do.
.....	.....	McCulloh, John W., by executor	Baltimore county.
.....	.....	McCulloh, Samuel, as executor	Do.
2d	29th	Marine Insurance Company	Alexandria.
.....	.....	Myers, Moses, by heirs	Norfolk.
.....	.....	Macrider, W. R	Do.
.....	.....	Maund, Thomas, for Geo. Repald	Aldie, Virginia.
.....	.....	Miller, James	Gordonsville, Virginia
.....	.....	Mushett, Frederick	Brentsville, Virginia.
.....	.....	Milne, Joseph, by John Hogg	Fayetteville, N. C.
.....	.....	Muir, Jane, as administratrix	Charleston.
.....	.....	Meades, Joseph, as administrator	Louisville, Kentucky.
1st	7th	McPherson, Isaac	Alexandria.
.....	.....	Mackay, Robert Walker	New Orleans.
.....	.....	Munro, Joseph S	New York.
.....	.....	Maule, Rachael	Philadelphia.
2d	29th	Martin, Edward	New York.
2d	29th	Mallory, Daniel	Do.
2d	29th	Mitchell, John I	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	29th	Morriman, Marcus	New Haven.
2d	29th	Mulford, Henry	Do.
2d	20th	Nichols, Haskins & Co., by heirs	Baltimore.
1st	21st	Nones, Benjamin, by heirs	New York.
1st	31st	do	Do.
2d	22d	Nichols, William, by executor	Wiscasset, Maine.
2d	25th	Norwood, John	New Hampshire.
1st	28th	Neal, James, by administrator and others	Portland, Maine.
2d	29th	do	Do.
2d	29th	Norman, Thomas W., by heirs	Baltimore.
1st	31st	New Haven Insurance Company and others	New Haven.
1st	31st	North, Richard	Alabama.
1st	31st	Neth, Lewis, by trustee	Annapolis, Maryland.
1st	21st	Nones, David B.	Philadelphia.
1st	21st	Norris, I. W., by administrator	Do.
1st	18th	Neilson, William	New York.
1st	18th	Norris, John, by administrator	Salem.
1st	18th	Nichols, Ichabod	Do.
.....	.....	Newman, Samuel	Newburyport.
.....	.....	Nelson, Jeremiah	Do.
.....	.....	Nichols, William	Do.
.....	.....	Newell, John	Do.
.....	.....	North America Insurance Company	Philadelphia.
.....	.....	New York Insurance Company	New York.
.....	.....	Newton, George, as administrator	Norfolk.
.....	.....	Newton, George	Do.
1st	7th	Nickols, J. B	Alexandria.
2d	29th	Northum, D	New York.
1st	7th	O'Hara, Daniel, by heirs and others	Charleston, S. C.
2d	9th	do	Do.
1st	15th	do	Do.
1st	23d	do	Do.
1st	31st	do	Do.
1st	31st	O'Brien, Richard, by heirs	Carlisle, Pennsylvania.
1st	31st	Owings, Caleb D., by heirs and others	Maryland.
2d	31st	do	Do.
1st	32d	Oldden, John, by heirs	Philadelphia.
2d	34th	do	Do.
2d	22d	Otway & Fletcher, by survivor	Alexandria.
1st	7th	Owings, Beale	Baltimore.
1st	7th	Oliver, Robert, & Brother, by survivor	Do.
1st	16th	do	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Oliver & Thompson, by survivor...	Baltimore.
1st	7th	Ogleby & Winchester, by survivor..	Do.
1st	7th	Ogier, Thomas	Charleston, S. C.
1st	18th	Ogden, William	New York.
1st	18th	Ollcott, Samuel	Hartford, Connecticut.
.....	.....	Olden, James, by assignees.....	Philadelphia.
.....	.....	Oliver, Robert & John, by survivor.	Baltimore.
1st	18th	Pearce, William, and others.....	Gloucester, Mass.
1st	21st	.....do.....	Do.
1st	18th	Peabody, Joseph, and others.....	Salem.
1st	21st	.....do.....	Do.
1st	18th	Perkins, James, & Son	Kennebunk.
2d	19th	Potter, B., and others, Maine Fire Insurance Company.....	Portland.
1st	20th	Patton, Robert, and others.....	Fredericksburg, Va.
1st	21st	.....do.....	Do.
2d	20th	Pringle, Mark, by administrator....	Maryland.
1st	21st	.....do.....	Do.
1st	21st	Page, Samuel, by heirs, by administrator	Boston.
1st	31st	.....do.....	Do.
2d	21st	Priestman, William, by administrator.	Baltimore.
1st	22d	Pote, Greenfield, by executor.....	Portland.
1st	7th	Potter, John	Princeton, New Jersey.
1st	22d	.....do.....	Do.
1st	23d	..... do.....	Do.
1st	11th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	17th	..... do.....	Do.
2d	22d	Price, Risdon H.....	Missouri.
1st	23d	Pierce, David, by legal representative.	Boston.
2d	29th	Patrick, John, by administrator	New York.
1st	31st	Proctor, Joseph.....	Massachusetts.
1st	31st	Page, Benjamin, by heirs.....	Sycamore, Illinois.
1st	35th	.....do.....	Do.
2d	35th	.....do.....	Do.
1st	32d	Payne, A. W. H.....	Pennsylvania.
1st	34th	Prayer, Samuel.....	
2d	34th	.....do.....	
1st	7th	Patterson, William, and others.....	Baltimore.
1st	16th	.....do.....	Do.
1st	18th	Price, Chandler, by administrator...	Philadelphia.
1st	18th	Pickman, Dudley & White.....	Salem.
1st	16th	Patridge, John	Portland.
1st	16th	Patterson, Robert.....	Baltimore.
1st	16th	Poultney, Thomas	Do.
1st	16th	Partridge, James.....	Portland.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	17th	Pratt, Henry	Philadelphia.
1st	17th	Pettit, Archibald	Do.
1st	17th	Perot, Elliason and John	Do.
1st	7th	Price, John	Charleston.
1st	7th	Price, William	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Payson, Henry	Baltimore.
1st	16th	do	Do.
1st	7th	Pascault, Lewis	Do.
2d	26th	Page, Ambrose	New York.
1st	18th	Pierpont & Leffingwell, by survivor	Do.
1st	18th	Pollock, Carlisle, by assignee	Do.
2d	29th	Perry, Stuart	Do.
2d	29th	Phelps, Anson G	Do.
2d	29th	Pinney, Walter K	Do.
2d	29th	Price, Francis	Do.
.....	.....	Peters & Pond	Boston.
.....	.....	Parsons, Thomas	Do.
.....	.....	Perkins, Thomas, by executor	Salem.
.....	.....	Plumer, Joshua	Portland.
.....	.....	Plumer, Joshua	Scarboro'.
.....	.....	Pearson, John	Bangor.
.....	.....	Parry, Martin	Portsmouth, N. H.
.....	.....	Prescott, Benjamin, by his widow	Do.
.....	.....	Peirce, M. W	Do.
.....	.....	Prince, James	Newburyport.
.....	.....	Pike, Richard	Do.
.....	.....	Pettingel, John, by executors	Do.
.....	.....	Pearson, John, by heirs	Do.
.....	.....	Pierce, Nicholas, by heirs	Do.
.....	.....	Peabody, John, by assignee	Do.
.....	.....	Pearson, Amos	Do.
.....	.....	Pike, Daniel	Do.
.....	.....	Prince, James, by executor	Do.
.....	.....	Pierce, J. W., by administrator	Do.
.....	.....	Patch, Joseph	Do.
.....	.....	Pike, Joseph S	Do.
.....	.....	Plumer, David, by heirs	Gloucester, Mass.
.....	.....	Pearson, William	Do.
.....	.....	Providence Insurance Company	Providence.
.....	.....	Peabody & Huntington, by survivor	Norwich, Connecticut.
.....	.....	Perkins, Andrew & Joseph, by survivor	Do.
.....	.....	Peabody, N. P., by heirs	Do.
.....	.....	Panfield, Hiram	Chatham, Connecticut.
1st	18th	Pennsylvania Insurance Company	Philadelphia.
.....	.....	Plumstead, George	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Phillips, Thomas, by administrator..	Philadelphia.
.....	.....	Pettit & Bayard, by survivor.....	Do.
.....	.....	Pettit, Charles, by administrator....	Do.
.....	.....	Pragers, Mark & Co., by assignees..	Do.
.....	.....	Philips, Cramond & Co., by attorney.	Do.
.....	.....	Paul, James	Do.
.....	.....	Pearce, Mathew, by heirs.....	Do.
.....	.....	Pierpont, Hezekiah B.....	New York.
.....	.....	Priestman, Thomas, as administrator.	Baltimore.
.....	.....	Pearce, David, by heirs.....	Do.
.....	.....	Pearce, David, jr., by heirs.....	Do.
.....	.....	Price, James..... ...	Do.
.....	.....	Pottenger, Thos. B., as administrator.	Washington, D. C.
.....	.....	Patton, John, and James Dykes, by survivor.....	Alexandria.
1st	7th	Patton, James.....	Do.
1st	7th	Pennock, William, by administrator.	Norfolk.
.....	.....	Pomeroy, Samuel Wyllys.....	Cincinnati.
1st	7th	Potts, John.....	Alexandria.
1st	7th	Powell, Cuthbert	Do.
1st	19th	Philadelphia Insurance Company...	Philadelphia.
1st	20th	Potts, Nathan.....	Do.
2d	29th	Peshine, John.....	New York.
2d	29th	Pine, G. W.....	Do.
2d	29th	Pinkney, William T.....	Do.
1st	32d	Perot, Charles	Philadelphia.
1st	32d	Perot, Joseph	Do.
1st	18th	Riley, Justus, by heirs.....	Wethersfield, Conn.
1st	21st	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	18th	Rotch, William, and others.....	New Bedford.
1st	21st	.....do.....	Do.
2d	20th	Rogers, Joseph, by heirs.....	Newport.
2d	20th	Rogers, James, by heirs.....	Do.
2d	20th	Rutter & Etting, by survivor.....	Baltimore.
1st	21st	.....do.....	Do.
1st	22d	.....do.....	Do.
1st	23d	.....do.....	Do.
1st	7th	Repold, George, by heirs.....	Do.
2d	20th	.....do.....	Do.
1st	21st	.....do.....	Do.
2d	21st	Respass, William, by heirs.....	Mathews C. H., Va.
1st	22d	Riddle, James.....	Newcastle, Delaware.
1st	22d	Ross, John, by administrator and by heirs.....	Baltimore.
2d	29th	.....do	Do.
1st	31st	.....do.....	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	22d	Robinson, William, jr., by legal representative	Baldwinsville, N. Y.
2d	22d	Rhinelander, William, by executor	New York.
2d	22d	Rollins, James and John, by administrator	South Berwick, Maine.
1st	7th	Ramsay, John, by legal representative	Alexandria.
1st	23d	do	Do.
2d	25th	do	Do.
1st	23d	Respass, William, by legal representative	Mathews county, Va.
3d	27th	Raymonds, Joshua, by his widow	Connecticut.
2d	28th	Ropes, Hardy	New Hampshire.
2d	29th	Rutter, Thomas, by heirs	Baltimore.
1st	31st	do	Do.
1st	31st	Rotche, William, by heirs	New Bedford.
1st	31st	Robinson, Jonathan	Gloucester, Mass.
1st	31st	Rotch, William, & Sons	New Bedford.
1st	31st	Rosset, John D. D	New York.
1st	31st	Ring, Thomas, by his widow	Baltimore.
1st	31st	Rotch, William, jr., and others	New Bedford.
1st	34th	Reinoudt, Peter	Philadelphia.
2d	34th	do	Do.
2d	35th	Rathbone, J. C., by heirs	Amelia, Ohio.
1st	18th	Rodman, Samuel	Boston.
1st	7th	Russell, Nathaniel, and others	Charleston, S. C.
2d	9th	do	Do.
1st	15th	do	Do.
1st	17th	Read, William, & Co., by survivor	Philadelphia.
1st	7th	Ridgely, Nicholas G	Baltimore.
1st	7th	Robb, William, by trustees	Do.
1st	7th	Rogers & Owings, by survivor	Do.
1st	18th	Robinson & Hartshorne, by assignee	New York.
1st	18th	Rutgers, N. G	Do.
1st	18th	Rogers, N., and J. Bell, by survivor	Do.
.....	.....	Ried, William	Portsmouth, N. H.
.....	.....	Rand, Thomas M	Newburyport.
.....	.....	Russell, Seth, & Sons	New Bedford.
.....	.....	Ricketson, Daniel, & Son	Do.
.....	.....	Russell, Seth	Do.
.....	.....	Ricketson, Joseph	Do.
.....	.....	Rodman, Samuel	Do.
.....	.....	Rockwell, Charles	Norwich, Connecticut.
.....	.....	Riley, Justis, by heirs	Hartford, Connecticut.
.....	.....	Reinholdt, George, by administrator	Philadelphia.
.....	.....	Ross & Surison, by assignee	Do.
.....	.....	Read, William	Do.
.....	.....	Roosevelt, James J	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Rhinelander, Hartshorne & Co., and Hartshorne, Rhinelander & Co., by survivor	New York.
.....	.....	Remsen, Henry, as executor	Do.
.....	.....	Rhinelander, Wm. C., as executor	Do.
.....	.....	Rogers, Philip, by heirs	Baltimore.
.....	.....	Rogers, Philip, as executor	Do.
.....	.....	Robb, John, by James Ferguson	Do.
.....	.....	Ross, William, by assignee	Washington, N. C.
1st	7th	Ricketts & Newton	Alexandria.
.....	.....	Russell, Charles	New Bedford.
2d	20th	Rogers, A	New York.
2d	29th	Richardson, Jesse, by administrator	Portland.
2d	29th	Richardson, Joshua	Do.
2d	29th	Rice, William	Portsmouth, N. H.
2d	29th	Robertson, John, by executor	Charleston.
1st	18th	Smith, Daniel, and others	Philadelphia.
1st	18th	Storer, Woodbury, and others, by executor	Portsmouth, N. H.
1st	21st	.....do	Do.
2d	29th	.....do	Do.
2d	19th	Stewart, James, by assignee	Philadelphia.
1st	21st	.....do	Do.
1st	31st	.....do	Do.
2d	31st	.....do	Do.
1st	7th	Smith, Thorogood and Isaac, by survivor	Baltimore.
2d	19th	.....do	Do.
1st	20th	Seaward, John, H., by his widow	Portsmouth, N. H.
1st	21st	.....do	Do.
2d	29th	.....do	Do.
1st	20th	Stewart, Archibald, by heirs	Baltimore.
1st	21st	.....do	Do.
2d	21st	.....do	Do.
1st	31st	.....do	Do.
1st	20th	Sasportas, Abraham, by his widow	New York.
1st	21st	.....do	Do.
1st	31st	.....do	Do.
1st	18th	.....do	Do.
2d	20th	Shaw, William, and others	Portsmouth, N. H
2d	20th	Smith, Job, by heirs	Baltimore.
2d	20th	Skinner, John, & Sons, by heirs	Boston.
1st	21st	Scros, Jacob, by administrator	Philadelphia.
1st	21st	Summerl, Joseph, by administrator	Do.
1st	21st	Sands, Comfort and Joseph	New York.
[illegible]	21st	Smith, William, by executor	Baltimore.
[illegible]	[illegible]	[illegible] Leman, and others	Derby, Conne[illegible]

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	29th	Stone, Leman, and others	Derby, Connecticut.
1st	31st	do	Do.
1st	21st	Skinner, Richard	Boston.
1st	22d	do	Do.
2d	20th	do	Do.
2d	20th	Sims, Joseph, and others	Philadelphia.
1st	29th	do	Do.
1st	31st	do	Do.
1st	21st	Smith, Isaac	Northampton, Va.
2d	19th	do	Do.
1st	21st	Stott, Ebenezer, by Donald Makenzie	Petersburg, Virginia.
1st	21st	Savage, Timothy, by heirs	Middletown, Conn.
1st	31st	do	Do.
1st	21st	Servis, Edward, by Philip B. Lewis	Philadelphia.
1st	21st	Sheafe, Jacob, by executor	Portsmouth, N. H.
2d	21st	Sontag, William, & Co., by heirs	Philadelphia.
1st	31st	do	Do.
2d	29th	do	Do.
2d	21st	Sproul, William	Bristol, Maine.
2d	21st	Skipwith, Fulwar, by his widow and heirs	Baton Rouge, Louisiana.
1st	31st	do	Do.
1st	22d	Seavy, William, by administrator	Portsmouth, N. H.
1st	34th	do	Do.
2d	34th	do	Do.
2d	22d	Sanford, Thomas, by assignee	Hartford, Connecticut.
2d	22d	Smith, John, by assignee	Augusta, Georgia.
1st	25th	do	Do.
2d	22d	Simpson, Samuel, as executor	Washington, N. C.
1st	23d	Sheffield, Aaron	Providence.
1st	23d	Smith, Francis	Norfolk.
2d	24th	Simkins, Covington, by administrator	Washington, N. C.
2d	29th	do	Do.
1st	31st	do	Do.
1st	25th	Smith, John, by heirs, by administrator	Talladega, Alabama.
2d	29th	do	Do.
3d	27th	Smith, William	Boston, Massachusetts.
1st	28th	Springer, William, by heirs	Hallowell, Maine.
1st	28th	Springer, Moses, by heirs	Do.
2d	29th	Stouffer & Closs, by survivor, partner	Baltimore.
2d	29th	Shoemaker, Eli, by his widow	Philadelphia.
1st	31st	Smith, John, by heirs, by widow	Do.
1st	31st	Storrer, John, by heirs	Kennebunk, Maine.
1st	31st	Shaw, T. M., by legal representative	Portsmouth, N. H.
1st	31st	Snow, Benjamin, by his widow	Norwich, Connecticut.
1st	31st	Skyren, John, by heirs	Montrose, Pennsylvania.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Sickles, Woodbury, by heirs.....	
1st	31st	Shanks, Peregrine.....	Milestown, Maryland.
1st	32d	Sage, Ebenezer, by heirs..... ..	Middletown, Conn.
1st	33d	Sontag, Lewis, by heirs.....	Philadelphia.
1st	34th	Smith, J. Allen.....	Charleston.
2d	34th	.....do.....	Do.
2d	34th	Shorb, John, by administrator.....	Canton, Ohio.
2d	29th	Smith, Samuel, by executor.....	Baltimore.
1st	21st	Servis, Edmund, legal representative.	
1st	21st	Sheafe, Edmund.....	Portsmouth, N. H.
2d	15th	Smith, James, and others.....	Philadelphia Penn.
2d	36th	Sinclair, John, by his widow.....	New York.
1st	7th	Smith, DeSaussure and Darrell....	Charleston, S. C.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Schutt, C. C.....	Do.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Simons, Keating	Do.
2d	9th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	7th	Stricker, John.....	Baltimore.
1st	16th	.....do.....	Do.
1st	7th	Somerville, James.....	Do.
1st	7th	Stewart, David, & Sons, by trustees.	Do.
1st	7th	Stewart, David, by trustees.....	Do.
1st	7th	Stewart, Archibald.....	Do.
1st	7th	Schroeder, Henry.....	Do.
1st	7th	Seekamp, Albert, by administrator..	Do.
1st	7th	Schwartze, August J	Do.
1st	16th	.....do.....	Do.
1st	7th	Smith, Robert, & Co., by survivor..	Philadelphia.
1st	17th	.....do.....	Do.
1st	17th	Smith, James	Do.
1st	17th	Savage, John...	Do.
1st	18th	Seton, James, & Co., by survivor ...	New York.
1st	18th	Smith, Paschal A., by executor....	Do.
1st	18th	Seamen, Benjamin, & Co., by N. G. Rutgers	Do.
1st	18th	Sheafe, James, by executor	Portsmouth, N. H.
1st	18th	Sands, Joshua.....	New York.
1st	18th	Saltus, Son & Co., by survivor....	Do.
1st	18th	Sadler, Henry, & Co., by survivor..	Do.
1st	18th	Stewart, James, by his widow.....	Do.
1st	18th	Smith, Benjamin, and others.....	Boston.
1st	18th	Stocker, Ebenezer, by administrator.	Do.
1st	18th	Sargent, Daniel, by administrator....	Do.
1st	18th	Snelling, N. G., Massachusetts Fire and Marine Insurance Company..	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	32d	Stewart, John	Philadelphia.
1st	32d	Swift, Joseph	Do.
1st	32d	Stuart, George H	Do.
2d	29th	Shapley, James, by administrator	Portsmouth, N. H.
2d	29th	Sturgis, J. R	New York.
2d	29th	Satellee, J. R	Do.
.....	.....	Salem Marine Insurance Company	Salem.
.....	.....	Scott, Charles J., by executor	Boston.
.....	.....	Strong, Robert	Salem.
.....	.....	Steaves, William, by his widow	Do.
.....	.....	Silsbee, Z. F	Do.
.....	.....	Spring, Setto	Portland.
.....	.....	Storer Woodbury	Do.
.....	.....	Stephens, Wheelright	Kennebunk.
.....	.....	Stone, Jonathan	Do.
.....	.....	Shapley, Reuben, by his widow	Portsmouth, N. H.
.....	.....	Sheafe, Thomas, by executor	Do.
.....	.....	Sheafe, William	Do.
2d	29th	Sheafe, Samuel	Do.
.....	.....	Sheafe, W. M	Do.
2d	29th	Sheafe, John H., by executor	Do.
.....	.....	Simes, Mark, by executor	Do.
.....	.....	Smith, Josiah, by executors	Newburyport.
.....	.....	Sumner, Ebenezer, by heirs	Do.
.....	.....	Stanwood, Abel	Do.
.....	.....	Stone, Isaac	Do.
.....	.....	Sweetser, S	Do.
.....	.....	Swain, Elizabeth, by Charles Butler	Do.
.....	.....	Savourys, Moses	Do.
.....	.....	Smith, Nathaniel	Do.
.....	.....	Stone, Samuel B	Do.
.....	.....	Sargent, Winthrop	Gloucester, Mass.
.....	.....	Sheffield, Aaron, by heirs	Providence.
.....	.....	Smith, Erastus	Chatham, Connecticut.
.....	.....	Scranton, John	Guilford, Connecticut.
.....	.....	Sims, Woodrup and Joseph, by survivor	Philadelphia.
.....	.....	Summers, Andrew, by assignees	Do.
.....	.....	Savage & Dugan, by survivor	Do.
.....	.....	Stokes, William, by administrator	Do.
.....	.....	Salmon, George, by executor	Do.
.....	.....	Smith, John C	Do.
.....	.....	Smith & Wood, by survivor	Do.
.....	.....	Steinmetz, Daniel, by heirs	Do.
.....	.....	Saltus, Francis	New York.
.....	.....	Sedgwick, R., committee	Do.
.....	.....	Sears, George, by administrator	Baltimore.
.....	.....	Smith, Robert, as executor	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Smith, Thowgood, by trustee.....	Baltimore.
.....	.....	Seavy, William, by executrix.....	Do.
.....	.....	Schaeffer, Elizabeth, as executrix...	Do.
.....	.....	Sterrett, Samuel, committee.....	Do.
.....	.....	Smith, Paca, as administrator.....	Maryland.
.....	.....	Smith, Thomas, by executor.....	Alexandria.
.....	.....	Smith, Hugh, as executor.....	Do.
.....	.....	Southgate, John, as administrator...	Norfolk.
.....	.....	Southgate, Wright.....	Do.
.....	.....	Smith, Mursden.....	Do.
.....	.....	Schultze, Charles, as administrator..	Cincinnati.
1st	7th	Slacum, George.....	Alexandria.
.....	.....	Stewart, George H.....	Baltimore.
2d	29th	Smith, Jeremiah.....	New York.
2d	29th	Servis & Shoemaker.....	Philadelphia.
1st	32d	Smith, William S.....	Do.
1st	32d	Stokes, Charles.....	Do.
1st	32d	Scott, John M.....	Do.
1st	32d	Smith, Richard S	Do.
1st	32d	Smith, Francis Gurney.....	Do.
2d	29th	Smith, John, by heirs.....	North Carolina.
2d	29th	Sanford, Hervey.....	New Haven.
2d	29th	Smith, Nathan.....	Do.
2d	29th	Smith, Laban, by executor.....	Do.
1st	7th	Taylor, George.....	Washington, D. C.
2d	29th	....do.....	Do.
1st	18th	.....do.....	Do.
2d	31st	.....do.....	Do.
1st	20th	Tagart, John.....	Maryland.
1st	21st	.....do.....	Do.
1st	20th	Tittermany, John & Son, by survivor and others.....	Philadelphia.
1st	31st	.....do.....	Do.
2d	31st	.....do.....	Do.
1st	7th	Tunno & Cox, by survivor.....	Charleston, S. C.
2d	20th	.....do.....	Do.
1st	15th	.....do.....	Do.
2d	20th	Torry, William T., and others.....	Newport, Rhode Island.
1st	21st	.....do.....	Do.
2d	20th	Torry, George, by heirs.....	Do.
1st	21st	Tilton, Daniel & Son, by survivor..	Maryland.
2d	21st	Tomlinson, David, by administrator.	New Haven.
2d	21st	Truxton, Thomas, by heirs.....	Philadelphia.
1st	22d	Thorndike, Israel, by executor.....	Boston.
2d	22d	Thruston, John, by legal representative.....	New York.
1st	18th	.....do.....	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	22d	Thompson, William, by administrator	Norfolk.
1st	23d	Thorburn, James	Do.
1st	28th	Thomas, John, and others	Do.
1st	28th	Towne, Robert, and others	Kennebunk, Maine.
2d	29th	Taylor, Lemuel, by trustees	Baltimore.
1st	31st	do	Do.
1st	7th	Thompson, Hugh, by administrator	Do.
2d	29th	do	Do.
1st	16th	do	Do.
1st	31st	Trenchard, John, by administrator	Salem.
1st	20th	Tittermany, Robert	Philadelphia.
1st	20th	Tunno, A., and Thomas Morris	Charleston, S. C.
2d	29th	Thatcher, Henry, by his widow	Massachusetts.
1st	16th	Thompson, Henry	Baltimore.
1st	16th	Torrance, Charles	Do.
1st	16th	Tiernan, Luke	Do.
1st	16th	Tyson, Isaac	Do.
1st	7th	Tunno, A. W	Charleston, S. C.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Tunno, P. A	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	7th	Teasdale, John, by administrator	Do.
1st	9th	do	Do.
1st	15th	do	Do.
1st	7th	Tenant, Thomas	Baltimore.
1st	16th	do	Do.
1st	7th	Thompson & Dickey, by survivor	Do.
1st	7th	Taylor, William, by trustee	Do.
1st	7th	Tiddy, William	Charleston.
1st	18th	Tibbits, Elisha, as trustee	New York.
1st	18th	Tinkham, Seth, by heirs	Do.
1st	18th	Townsend, John K	Do.
1st	18th	Touro, Abraham, by executor	Boston.
1st	32d	Tappan, Charles	Philadelphia.
2d	29th	Thomas, Jacob M	Do.
2d	29th	Tredick, J. M	Portsmouth, N. H.
.....	.....	Tisdale, James	Boston.
.....	.....	Tucker, Richard D	Do.
.....	.....	Townsend, M	Salem.
.....	.....	Tucker, Gideon	Do.
.....	.....	Tredick, Henry, jr., by heirs	Portsmouth, N. H.
.....	.....	Tilton, Stephen	Newburyport.
.....	.....	Todd, Joseph, by executor	Do.
.....	.....	Toppan, Edward	Do.
.....	.....	Todd, Jeremy, by administrator	Do.
.....	.....	Toppan, S	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Talcott, William	Hartford, Connecticut.
.....	.....	Totten, G	New Haven.
.....	.....	Turner, captain sloop Polly	Derby, Connecticut.
.....	.....	Tomlinson, Russel, by administrator	Do.
.....	.....	Titus, John, as trustee	New York.
.....	.....	Tyson, Jesse, by heirs	Baltimore.
.....	.....	Thompson, William H., as administrator	Norfolk.
.....	.....	Tunno, Adam	Charleston.
.....	.....	Teasdale, as administrator	Do.
1st	7th	Thompson, Jonah	Alexandria.
.....	.....	Tohey, Thomas, by administrator	Washington, N. C.
1st	32d	Toby, Simeon	Philadelphia.
2d	29th	Townsend, Isaac, by executor	New Haven.
1st	19th	United Insurance Company	Philadelphia.
.....	.....	do	New York.
1st	18th	United States Insurance Company	Philadelphia.
1st	18th	Van Norrden, Hydrianus	Washington, N. C.
1st	21st	do	Do.
2d	20th	Vanuxem, J., by administrator	Abington, New York.
1st	21st	do	Do.
1st	28th	do	Do.
2d	29th	do	Do.
2d	24th	Vowell, Thomas, by administrator	Alexandria.
1st	31st	do	Do.
1st	28th	Vanuxem, James, by heirs	Philadelphia.
1st	31st	do	Do.
2d	29th	Varrick, Abraham, by heirs	Do.
1st	7th	Van Wyck, William, by executor	Baltimore.
2d	29th	do	Do.
1st	31st	Vowell, John C., and others	Alexandria, Mass.
1st	31st	Vasse, Ambrose, by administrator	Philadelphia.
1st	34th	do	Do.
2d	34th	do	Do.
1st	31st	Vinal, Lemuel, and others	Scituate.
2d	31st	do	Do.
1st	31st	Vernon, William, by administrator and others	Newport, R. I.
1st	34th	Von Kapff & Auspach, by heirs	Baltimore.
2d	34th	do	Do.
1st	7th	Valk & Co., by trustees	Do.
1st	18th	Van Horne, James	New York.
1st	18th	Van Horne & Clarkson, by survivor	Do.
1st	18th	Verplank, Gulean, by executor	Do.
.....	.....	Vernon, William	Boston.
.....	.....	Vanuxem & Clark	Philadelphia.
.....	.....	Van Horn, James P., as trustee	New York.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Vanuxem, J., as administrator.....	Pennsylvania.
.....	.....	Van Wyck, John C., as executor...	Baltimore.
.....	.....	Von Kapff, B. J, as trustee.....	Do.
.....	.....	Vowell, John & Thomas, by survivor.	Alexandria.
.....	.....	Vickery, J.....	Norfolk.
.....	.....	Vickery, Samuel.....	Do.
.....	.....	Van Gover, John, as administrator..	Do.
.....	.....	Van Hook, William.....	New York.
2d	29th	Vanness, G. P.....	Do.
2d	29th	Varick, Richard.....	Do.
1st	18th	Wattles, Nathaniel, and others.....	Alexandria, D. C.
1st	21st	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	18th	Wood, Abiel, by heirs.....	Wiscasset, Maine.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	18th	Wilson, Alexander.....	Norfolk.
1st	21st	.....do.....	Do.
1st	23d	.....do.....	Do.
1st	18th	Wallace, David.....	Ocracoke, N. C.
1st	20th	Whiteside, Peter, by his widow and others.....	Philadelphia.
1st	21st	.....do.....	Do.
2d	20th	Wardrobe, John, by administrator..	Concord, N. H.
1st	21st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	21st	White, Stephen.....	Salem.
2d	21st	Watson, Marsden, by administrator.	Boston.
1st	22d	.....do.....	Do.
1st	22d	White, C. J.....	Washington, D. C.
1st	22d	White, Joseph, by heirs, executor..	Boston.
1st	22d	West, Nathaniel, and others.....	Do.
1st	23d	Whittle, Conway, by legal representative, heirs.....	Norfolk.
1st	23d	Willock, Thomas.....	Do.
1st	7th	Wilson, William, by assignee.....	Alexandria.
1st	23d	.....do.....	Do.
3d	25th	Williams, James, by administrator..	Baltimore.
1st	28th	Wyatt, Benjamin.....	Bangor, Maine.
2d	29th	Wood, Wilmot, and others.....	Wiscasset, Maine.
1st	7th	Warfield, George F., and others ...	Baltimore.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Wheeler, Benjamin.....	Boston.
2d	29th	White, Gilman, by heirs.....	Newburyport.
1st	31st	Walker, Daniel, by heirs.....	Kennebunk.
1st	31st	Warfield, William B.....	Baltimore.
1st	7th	Williams, James, by heirs.....	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	16th	Williams, James, by heirs	Baltimore.
1st	31st	do	Do.
1st	31st	Wilson, David, by heirs	Do.
1st	31st	Wright, Henry Allen, by heirs	New York.
1st	31st	Warfield, William H	Baltimore.
1st	35th	Wild, Daniel, by heirs	Boston.
1st	7th	Wilson, William, and others	Baltimore.
1st	16th	do	Do.
1st	15th	do	Do.
1st	16th	Winchester, David	Do.
1st	16th	Wilson, Thomas	Do.
1st	16th	Wilson, James	Do.
1st	16th	Wallace, Joseph A	Do.
1st	16th	Williams, George	Do.
1st	16th	Williams, Amos A	Do.
1st	17th	Warder, Jeremiah	
1st	17th	Wacksmuth, J. G., by executor	Philadelphia.
1st	17th	Wharton, Robert	Do.
1st	17th	Willing, Thomas M	Do.
1st	7th	Willing & Francis and others	Do.
1st	7th	Williamson, John	Charleston.
1st	15th	do	Do.
1st	7th	Wilson & Maris	Baltimore.
1st	7th	Williams, Joseph, by N. F. Williams	Do.
1st	7th	Williams, Benjamin, by administrator	Do.
1st	7th	White, Joseph, by heirs	Washington, D. C.
1st	7th	Walsh, Jacob, jr	Baltimore.
1st	7th	Williams & Low, by survivor	Do.
1st	7th	Walker, Samuel	Do.
1st	18th	Walley, T., by executor	Boston.
1st	18th	Waldo, Samuel, by heirs	Do.
1st	18th	Walter, William, by heirs	Do.
1st	18th	Winship, by heirs	Do.
1st	18th	Willard, Josiah, by attorney	Do.
1st	18th	Winslow, Abiel Isaac, by administrator	Do.
1st	32d	Wagner, Tobias	Philadelphia.
1st	32d	White, William R	Do.
1st	32d	Withersham, T. W., & Son	Do.
1st	32d	Withersham, Thomas	Do.
2d	29th	White, Ambrose	Do.
2d	29th	Whippey, Coffin	Nantucket.
.....	.....	Wallace, John	Boston.
.....	.....	Winn, John	Salem.
.....	.....	Wise, Michael	Kennebeck.
.....	.....	Whitmore, Ebenezer	Newburyport.
.....	.....	Wood, Abner	Do.
.....	.....	Wheelright, Ebenezer	Do.
.....	.....	Wheelright, Abraham	Do.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Wells, John	New York.
.....	.....	Walton, Samuel	Do.
.....	.....	Waart, William	Do.
.....	.....	Witham, Thomas	Do.
.....	.....	Warren, Insurance Company	Warren, Rhode Island.
.....	.....	Woodbridge & Snow, by survivor	Norwich, Connecticut.
.....	.....	Williams, Joseph, by heirs	Do.
.....	.....	Williams, E., for underwriters	Hartford, Connecticut.
.....	.....	Weiman, Charles	New Haven.
.....	.....	Whitmore, Gordon	Chatham, Connecticut.
.....	.....	Willing, Thomas M., by executor	Philadelphia.
.....	.....	Waln, Jesse, by administrator	Do.
.....	.....	Willing, Richard	Do.
.....	.....	Watson & Paul, by survivor	Do.
.....	.....	Welsh, J	Do.
.....	.....	Witherspoon, Thomas, by assignees	Do.
.....	.....	Waln, R., by assignee	Do.
.....	.....	Wells, Titus, as administrator	Boston.
.....	.....	Woolsey, G. M	New York.
.....	.....	Wells, Titus, as administrator	Boston.
.....	.....	Walley, S. H., as administrator	Do.
.....	.....	Williams, Samuel, by administrator	Baltimore.
.....	.....	Williams, Cumberland D	Do.
.....	.....	Williamson, David, by heirs and as trustee	Do.
.....	.....	Waesche, Frederick, as trustee, administrator	Do.
.....	.....	Winchester, George, committee	Do.
.....	.....	Wood, Griel	Do.
.....	.....	Whitehead, N. C	Norfolk.
.....	.....	Waff, Thomas, administrator	Edenton, N. C.
1st	7th	Williams, Thomas	Alexandria.
1st	7th	Wilson, James	Do.
2d	29th	Wagstaff, William	New York.
2d	29th	Weeks, Horace	Do.
1st	32d	Woodnut, W	Philadelphia.
2d	29th	Woolbridge, Sons & Dwight	New Haven.
2d	29th	White, Henry	Do.
2d	21st	Young, James, by heirs	Bristol, Maine.
1st	31st	do	Do.
1st	17th	Yard, James, by assignee	Philadelphia.
1st	22d	do	Do.
1st	23d	Young, James	Norfolk.
1st	7th	Yellott, Jeremiah, by executor	Baltimore.
2d	29th	do	Do.
1st	31st	Yerby, William W., by his widow	Wikinson county, Miss.
2d	31st	do	Do.
1st	18th	Young, William	North Yarmouth, Maine.

List of memorials to the Senate on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	Young, Joseph, by executor.....	Newburyport.
2d	29th	Young, T. H.....	New York.
.....	.....	Young, William.....	Philadelphia.
.....	.....	Young, Joseph	Baltimore.
2d	29th	Yale College	New Haven.
1st	30th	Zacharie, Stephen, by heirs.....	New Orleans.
1st	26th	Zacharie, Coopman & Co., by trustee.	Do.
.....	.....	Zacharie, James W	Do.

HOUSE OF REPRESENTATIVES.

List of memorials to the House of Representatives on French spoliations.

Session.	Congress.	Names of memorialists.	State or city.
1st	23d	Allen, Philip, and others, by executor.	Providence.
1st	29th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	30th	.....do.....	Do.
2d	24th	Anderson & Moody, by heirs.....	Chestertown, Maryland.
1st	26th	.....do.....	Do.
1st	28th	Adams, Seth, by heirs, (Zanesville, O.)	Boston.
1st	31st	.....do.....	Do.
1st	33d	.....do.....	Do.
2d	29th	Atwater, Elnathan, by executor and others.....	New Haven, Conn.
1st	26th	.....do.....	Do.
2d	29th	Anthony, David, by administrator..	Somerset, Mass.
1st	31st	Atkins, Ambrose, by heirs.....	Penobscot, Maine.
1st	31st	Allyn, Robert, by heirs.....	New London.
2d	32d	Allen, Abner W.....	Massachusetts.
1st	33d	Adams, William A., and others.....	Cincinnati, Ohio.
2d	35th	.....do.....	Do.
1st	31st	Abbott, J. C.....	Castine, Maine.
1st	26th	Adams, Jacob.....	Baltimore.
1st	9th	Adams, Seth, and Joseph Loring....	Boston.
1st	26th	.....do.....	Do.
1st	26th	Alert, brig, owners of, (Dudley & Piekman).....	Salem.
1st	7th	Alexander, David.....	Charleston.
2d	9th	.....do.....	Do.
2d	14th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	26th	Amory, Charles.....	Boston.
1st	26th	Amory, Francis.....	(Milton,) Boston.
2d	29th	Anderson, John P.....	Baltimore.
1st	26th	Anderson, Thomas B.....	Cincinnati, Ohio.
1st	26th	Armstrong, William M.....	Norfolk.
1st	31st	Arnold, Thomas, by heirs.....	New Bedford.
1st	26th	Ashley, Warren, by executor.....	Norfolk.
2d	14th	.....do.....	Do.
1st	26th	Ashton, Jacob.....	Salem.
1st	26th	Aspinwall, Thomas	New York.
1st	26th	Atalanta, brig, owners of.....	Salem.
1st	26th	Atkinson, Amos, by executor.....	Newburyport.
1st	26th	Atwater, J. M.....	New Haven, Conn.
1st	26th	Auld, John.....	(Portland,) Alexandria.
1st	26th	Ayres, Anne.....	Portland, Maine.
2d	14th	Alexandria, merchants of.....	Alexandria.
1st	7th	Ayrault, Peter.....	Charleston.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Arnold, John and Samuel	Baltimore.
1st	16th	Alexander, Ashton	Do.
.....	.....	Abbott, Samuel	Boston.
.....	.....	Andrews, John H	Salem.
.....	.....	Akinson, George	Newburyport.
.....	.....	Arnold, James	New Bedford.
.....	.....	Atwater, J. M	New Haven.
.....	.....	Aspinwall, Gilbert and John	New York.
.....	.....	Aspinwall, John	Do.
.....	.....	Auchincloss, Hugh	Do.
.....	.....	Astly, Thomas	Philadelphia.
.....	.....	Amelung, T. L. E	Baltimore.
.....	.....	Anderson, John	Maryland.
.....	.....	Auld, Colin	Alexandria.
.....	.....	Anderson, Robert	Virginia.
.....	.....	Anderson, John and Henry	Baltimore.
1st	7th	Blount, John G., and others	Washington, N. C.
1st	18th	do	Do.
1st	20th	Blenkenhoff, George	New York.
1st	20th	Barry, James D	Washington, D. C.
1st	20th	Bailey & Torrey	
2d	20th	Bessom, Philip	Charleston.
1st	21st	do	Do.
2d	22d	do	Do.
1st	22d	Blatchley, Martin, and J. Scrantin	Guilford, Connecticut.
1st	23d	Brown, Nicholas, and others	Providence.
1st	26th	do	Do.
1st	7th	Beverly, Robert	Virginia.
1st	24th	do	Do.
1st	26th	do	Do.
1st	24th	Bronaugh, J. W. (Stafford C. H., Va.)	Washington, D. C.
1st	26th	do	Do.
2d	24th	Boardman, George	Lee, Massachusetts.
2d	25th	do	Do.
1st	26th	do	Do.
2d	24th	Brickell, Sarah, (J. J. Brickell)	Greenville, N. C.
2d	24th	Borden, Joseph, by heirs	Beaufort, N. C.
1st	25th	do	Do.
2d	24th	Bowhay, William P	Bedford, Pennsylvania.
1st	26th	do	Do.
2d	24th	Burt, John M., by administrator	Norfolk.
2d	26th	Bissell, Benjamin, and others	Do.
2d	27th	do	Do.
1st	7th	Barry, Cole & Barry, by survivor	Baltimore.
1st	26th	do	Do.
1st	24th	Bass, Henry, & Co., by survivor	Boston.
2d	27th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Bass, Henry, & Co., by survivor....	Boston.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	27th	Boyington, Joshua.....	Ohio.
1st	27th	.....do.....	Do.
1st	28th	Bacon, Judah, by the widow of John Bacon	Philadelphia.
1st	28th	Banks, John, by heirs.....	Calhoun county, Mich.
1st	28th	Borden, Wm. and Joseph, by heirs..	Richmond, Indiana.
1st	7th	Barton Seth, by administrator.....	Baltimore.
1st	26th	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	29th	Barney, Joshua, by his widow, (Louisville, Ky.).....	Do.
1st	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Bentalon, Paul, by executor.....	Do.
2d	29th	Bolton, C., and others.....	New York.
1st	31st	.....do.....	Do.
2d	29th	Broadfoot, William, by heirs.....	Charleston.
1st	14th	.....do.....	Do.
2d	29th	Burk, John, by administrator.....	Norfolk.
2d	29th	Billings, Alpheus, by heirs.....	Norwich, Connecticut.
2d	29th	Bowers, (E. Carrington).....	New York.
2d	29th	Bowers, John, by heirs, and others..	(Paris, Ky.,) Boston.
1st	26th	.....do.....	Do.
2d	29th	Brown, Thomas, by heirs, executor..	Newburyport.
1st	31st	Brazer, John, by executor.....	Boston.
2d	29th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	24th	.....do.....	Do.
2d	29th	Brown, Moses, by executor.....	Newburyport.
1st	26th	.....do.....	Do.
2d	29th	Blagge, Samuel, by heirs.....	New York.
1st	31st	.....do.....	Do.
2d	29th	Brown, Samuel, by executor.....	Boston.
2d	29th	Besse, Claudius, by heirs.....	Baltimore.
1st	31st	.....do.....	Do.
2d	29th	Boss, Nicholas G., by heirs.....	Newport.
2d	29th	Boss, John F., by heirs.....	Do.
2d	29th	Bartlett, William, by executor.....	Newburyport.
2d	29th	Behn, John H., by heirs.....	Baltimore.
1st	7th	Biays, James, by trustee.....	Do.
2d	29th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	31st	Bell, John, by heirs.....	New York.
1st	31st	Boislandry, Robert E., by executor..	Baltimore.
1st	26th	.....do.....	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Bartlett, Samuel, by heirs	Wells, Maine.
1st	31st	Billups, Joice, by heirs	Mathews County, Va.
1st	31st	Barnes, Richard, by heirs	
1st	31st	Besse, John, by his widow	Baltimore.
1st	31st	Bramble, John George, by administrator	Norfolk.
1st	32d	Borden, James W., by heirs	Richmond, Indiana.
2d	24th	do	Do.
1st	25th	do	Do.
2d	32d	Bartlett, Edmund	Newburyport.
1st	26th	do	Do.
1st	7th	Buchanan, Andrew, by heirs	Baltimore.
1st	26th	do	Do.
1st	33d	do	Do.
1st	26th	Bache, Theopholis, and Charles McEvers	New York.
1st	26th	Bacon, Richard, by attorney	Hartford, Connecticut.
1st	26th	Bagley, John, & Son	Portland.
1st	26th	Bailey, Joshua	Montrose, Pennsylvania.
1st	26th	Baker, Charles M	Philadelphia.
1st	26th	Balch, John, by heirs	Newburyport.
1st	26th	Barr, John, by guardian	Salem.
1st	7th	Barry, James, by executor	Baltimore.
1st	26th	do	Do.
1st	24th	Bartlett, Thomas	Boston.
1st	26th	do	Do.
1st	26th	Bartlett, Thomas	Do.
1st	26th	Basset, Christopher	Newburyport.
1st	24th	Bates, George	Boston.
1st	26th	do	Do.
1st	26th	Bayard, Andrew	Philadelphia.
1st	26th	Bailey, Samuel	Newburyport.
2d	29th	Beatty, C. C., as administrator	Abington, Pennsylvania.
2d	14th	Beck, Paul	Philadelphia.
1st	26th	do	Do.
1st	17th	do	Do.
2d	29th	Belcher, Fuller	Beaufort, N. C.
1st	26th	Bell, A. W	Portsmouth, N. H.
2d	9th	Bell, John, by administrator	New York.
1st	26th	Bentout, Josiah	Hartford, Connecticut.
1st	26th	Bethel, William	Philadelphia.
1st	26th	Betts, Solomon, by heirs	Baltimore.
1st	26th	Bissell, Thomas, & Son, by survivor	Edenton, N. C.
1st	26th	Blackwell, Francis	Baltimore.
1st	26th	Blaney, Aaron	Bristol, Maine.
1st	26th	Blatchley, Martin	Guilford, Connecticut.
1st	26th	Bleecher, A. L., by executor	New York.
1st	26th	Blight, Peter	Philadelphia.
1st	26th	Blunt, Robert	Portsmouth, N. H.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Boardman, Samuel	Newburyport.
1st	26th	Boardman, William, by administrator	Wethersfield, Conn.
1st	17th	Bohlen, B. and J	Philadelphia.
2d	14th	do	Do.
1st	26th	Bohlen, John, as assignee of Ross & Surison	Do.
1st	26th	Bohlen, John, as executor of J. G. Wacksmuth	Do.
1st	26th	Bool, W. H	New York.
1st	26th	Bowne, Robert, by executor	Do.
1st	29th	Bradbury, Francis, by administrator	Boston.
1st	26th	Bramble, George	Norfolk.
1st	26th	Breuill, C. P., by heirs	Philadelphia.
1st	26th	Brickell, Joseph, by executor, (Washington, N. C.)	Newbern, N. C.
1st	26th	Brobson, James, and others	Wilmington, Delaware.
1st	26th	Bronaugh, John B., by administrator	Washington, D. C.
1st	18th	Brooks, Peter C., and others	Boston.
1st	24th	do	Do.
1st	26th	Brown, Samuel	Do.
1st	26th	Brown, Samuel, jr	Do.
2d	29th	Brown, Samuel	Rhode Island.
1st	29th	Brown, Thomas, by executor	Newburyport.
1st	26th	Bryan, George W., by executor	Philadelphia.
1st	26th	Bulkley, Chauncey (Chatham)	Wethersfield, Conn.
1st	7th	Buchanan & Young	Baltimore.
1st	26th	do	Do.
1st	18th	Buck, Robert	
1st	18th	Buck, Samuel	
1st	31st	Buckingham, Isaac	Alexandria.
1st	26th	Bulkley, Francis, by attorney	Hartford, Connecticut.
1st	26th	Bunker, George	New York.
3d	27th	Burr, James	Hartford, Connecticut.
1st	26th	Butler, Cyrus	Providence.
2d	32d	Bartlett, Edward	Newburyport.
1st	7th	Booth, B., & Co	Charleston.
1st	9th	do	Do.
1st	7th	Berney, John	Do.
1st	9th	do	Do.
1st	7th	Bridgham, Joseph	Do.
1st	7th	Bulgin, James	Do.
1st	7th	Bailey & Walker	Do.
2d	14th	do	Do.
1st	7th	Bold & Rhoes	Do.
2d	14th	do	Do.
1st	7th	Boyd, William	Do.
1st	9th	do	Do.
1st	14th	do	Do.
1st	7th	Brown, Alexander	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	16th	Brown, Alexander	Baltimore.
1st	7th	Brown, Acquilla	Do.
1st	7th	Beverly, Peter R.....(Norfolk)	Do.
1st	7th	Bedford & Morton	Do.
1st	17th	Ball, Joseph	
2d	14th	.....do	
1st	17th	Bousquet, Aug., jr	Philadelphia.
2d	14th	.....do	Do.
1st	17th	Biddle, Clement	Do.
2d	14th	.....do	Do.
1st	16th	Buchanan, James A	Baltimore.
1st	16th	Briscoe, Samuel	Do.
.....	.....	Bradbury, Francis	Vergennes, Vermont.
.....	.....	Babcock, S. H	Boston.
.....	.....	Banister, U. B	Newburyport.
.....	.....	Boardman, William	Do.
.....	.....	Brown, Samuel, jr., by administrator	Do.
.....	.....	Butler, Charles	Do.
.....	.....	Bradford, Henry	Bristol, Rhode Island.
.....	.....	Bogert, Rudolph	New York.
.....	.....	Bleecker, James	Do.
.....	.....	Bell, J	Do.
.....	.....	Brown, R. H	Do.
.....	.....	Bowne, Robt., and Chas. Eddy	Do.
.....	.....	Brueil, Francis	Philadelphia.
.....	.....	Bohlen, John, assignee of Ross & Surison	Do.
.....	.....	Biddle, Thomas	Do.
1st	7th	Barry, Robert	Baltimore.
.....	.....	Biays, Philip G	Do.
.....	.....	Buchanan, George A	Do.
.....	.....	Barney, Louis	Do.
1st	18th	Baltimore Insurance Company	Do.
.....	.....	Brown, Stewart	Do.
.....	.....	Barney, Harriet	Kentucky.
.....	.....	Bank of Virginia	Norfolk.
.....	.....	Barton, Thomas B	Fredericksburg, Va.
.....	.....	Bree, Ides	Norfolk.
.....	.....	Bonsal, Caleb	Do.
.....	.....	Beverly, Robert	Petersburg, Virginia.
.....	.....	Blount, John G. and Thomas	Washington, N. C.
.....	.....	Borden, Benjamin	Beaufort, N. C.
.....	.....	Bissel, Nathaniel C	Edenton, N. C.
.....	.....	Bowers, John, by administrator	Cincinnati, Ohio.
1st	7th	Brown, Noyes	New London.
1st	7th	Brown, Stephen	Do.
1st	7th	Brickees, John	Washington, N. C.
1st	7th	Brown, T	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	21st	Carpenter, Stephen, by administrator.	Edenton, N. C.
1st	31st	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	22d	Christopher, Joseph, by his widow..	Calais, Maine.
1st	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	22d	Crowninshield, Benjamin, and others.	Salem.
1st	22d	Chever, James.....	Do.
1st	22d	Cross, Joseph, by heirs.....	Portland.
1st	23d	Chase, James, by his widow, executrix.....	Somerset, Mass.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	23d	Combs, Philip, and others.....	Bangor, Maine.
1st	28th	.....do.....	Do.
2d	24th	Chalmers, John, & Son, by heirs....	Baltimore.
1st	26th	.....do.....	Do.
1st	26th	Clarke, Ambrose.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Champayne, John R., by administratrix.....	Do.
2d	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	27th	Cogswell, Nathaniel, by administrator.	New Hampshire.
2d	14th	Cowper, John, and others.....	Norfolk.
1st	27th	.....do.....	Do.
2d	27th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	26th	Coffin, David, by assignee.....	Boston.
2d	29th	.....do.....	Do.
2d	29th	Carlton, Moses, and others.....	Wiscasset, Maine.
1st	31st	.....do.....	Do.
1st	26th	.....do.....	Do.
2d	29th	Clark, John G., by heirs.....	Winchester, Virginia.
2d	29th	Cook, Solomon, by administrator...	Provincetown, Mass.
1st	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	7th	Clarke, James, by administrator....	Baltimore.
1st	26th	.....do.....	Do.
2d	29th	Corby, Thomas M., by his widow...	Norfolk.
1st	7th	Causten, Isaac, by his widow.....	Baltimore.
1st	26th	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	29th	Chase, James, by his widow, Sarah.	Somerset, Mass.
2d	29th	Cooper, John B., by heirs.....	(Hampton, Va.,) N. Or's.
1st	26th	.....do.....	Do.
1st	30th	Clark, Peter, by administrator.....	
1st	16th	Conyngham, D. H., by executor....	Philadelphia.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Conyngham, D. H., by executor	Philadelphia.
1st	31st	Church, John B., by administratrix	New York.
1st	31st	Collins, Charles, by administratrix	Bristol, R. I.
1st	26th	do	Do.
1st	31st	Courtney, Robert, by his widow	Baltimore.
1st	31st	Crawford, James, by executor	Castine, Maine.
1st	26th	do	Do.
1st	31st	Care, Philip, by executor	Philadelphia.
1st	26th	do	Do.
1st	31st	Cameron, Geo., by heirs, W. Cameron	Wilmington, N. C.
1st	26th	do	Do.
1st	31st	Chalmers, Samuel	Westminster, Maryland.
1st	26th	Child, John T., and others	Warren, R. I.
1st	31st	do	Do.
1st	18th	do	Do.
1st	31st	Chambers, James W	
1st	31st	Crooks, William and James	
1st	26th	Chalmers, John, by legal representative	Baltimore.
1st	31st	do	Do.
1st	26th	Crosby, John, by heirs	Hampden, Maine.
1st	31st	do	Do.
1st	32d	Crary, A., & Sons, by heirs and representative	New York.
1st	32d	Crary, Frederick, by heirs	Do.
1st	26th	Cabot, Joseph S	Salem.
1st	26th	Caldwell, John	Hartford, Connecticut.
1st	26th	Catter, Jacob	Portsmouth, N. H.
1st	26th	Calman, Joseph, by trustees	Baltimore.
1st	26th	Cammack, William, by executor	Norfolk.
1st	26th	Campbell, Alexander, by heirs	Newburyport.
1st	26th	Campbell, Alexander, by administrator	New Bedford.
1st	26th	Campbell, William, by heirs	Washington, D. C.
1st	7th	Carrere, John	Baltimore.
1st	26th	do	Do.
1st	26th	Carter, Joshua, by assignee	Boston.
1st	26th	Carter, Thomas	Newburyport, Mass.
1st	7th	Caton, Richard	Baltimore.
1st	26th	do	Do.
1st	31st	Chalmers, John	New York.
1st	26th	Chase, Philips	Salem.
1st	26th	Chase, Samuel, by administrator	Newburyport.
1st	26th	Chase, Stephen, by administrator	Portsmouth, N. H.
1st	26th	Chase, Theodore	Boston.
1st	26th	Chase, William	Portsmouth, N. H.
1st	26th	Child, Thomas	Chatham, Connecticut.
1st	26th	Clapier, Louis	Philadelphia.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Clapp, Samuel, by administrator....	Boston.
1st	26th	Clarke, Audley.....	Newport.
1st	26th	Clark, Henry.....	Boston.
1st	26th	Clark, John L.....	Philadelphia.
1st	26th	Clark & Jones.....	
1st	26th	Clark, Thomas M.....	Newburyport.
1st	26th	Clark & Vanuxem.....	Philadelphia.
1st	26th	Clarkson & Van Horn.....	New York.
1st	26th	Clason, Isaac, by executors.....	Do.
1st	26th	Clements, Jacob.....	Philadelphia.
1st	26th	Closs & Stouffer.....	Baltimore.
1st	24th	Codman, John, by executor.....	Boston.
1st	26th	.....do.....	Do.
1st	24th	Codman, Stephen.....	Do.
1st	26th	.....do.....	Do.
1st	7th	Coffin, Edmund, by agent.....	Portland.
1st	26th	.....do.....	Do.
1st	26th	Coffin, Samuel, by heirs.....	Newburyport.
1st	26th	Coffin, Stephen.....	New Castle, Maine.
1st	26th	Coffin, William.....	Nantucket.
1st	26th	Coit, Benjamin.....	Norwich, New York.
1st	26th	Coit, Levi.....	New York.
1st	26th	Coit, Woolsey & Howland.....	Do.
1st	7th	Cole, William, by executor.....	Baltimore.
1st	26th	.....do.....	Do.
1st	26th	Colles, Salomon.....	New Haven, Conn.
1st	26th	Constable, William, by executor....	New York.
1st	26th	Constable, James, by executor.....	Do.
1st	26th	Conyngham, Nebit & Co., by survivor.....	(Philadelphia,) N. York.
1st	26th	Cook, G. B.....	Norfolk.
1st	26th	Cook, William.....	Newburyport, Mass.
1st	26th	Cook, Zebedee, and 47 others.....	Newburyport.
2d	24th	.....do.....	Do.
1st	26th	Coolidge, Jonathan, by heirs.....	Do.
1st	28th	Combs, Philip.....	Bangor, Maine.
1st	26th	Coombs, William, by administrator..	Newburyport.
1st	26th	Coomley, Philip.....	Bangor, Maine.
1st	26th	Coopman, Zacharie, by trustees....	Baltimore.
1st	26th	Coppinger, Francis, by assignee....	Philadelphia.
1st	26th	Corkle, John.....	New York.
1st	7th	Corrie, James, by representative....	Baltimore.
1st	26th	.....do.....	Do.
2d	23d	Cotton, M. T., and others.....	Talladega, Alabama.
1st	26th	Count, James, by administrator....	
1st	26th	Courtenay, Buchanan & Co., by trustees.....	Baltimore.
1st	26th	Cowper, John, & Co.....	Norfolk.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Coxe, Daniel W	Philadelphia.
2d	14th	Cox, John	Norfolk, Virginia.
1st	26th	do	Do.
1st	7th	Cox & Tunno	Charleston.
1st	26th	do	Do.
1st	7th	Crafts, William, by heirs	Do.
1st	26th	do	Do.
1st	26th	Craig, John, by executor	Philadelphia.
1st	26th	Cramond & Philips	Do.
1st	7th	Crocker, Hitchborn & Wright, by survivor	Charleston.
2d	9th	do	Do.
1st	26th	do	Do.
2d	14th	do	Do.
1st	22d	Cross, Joseph, by heirs	Portland.
1st	26th	do	Do.
1st	26th	Crousillab, Lewis	Philadelphia.
2d	14th	do	Do.
1st	19th	do	Do.
1st	26th	Cruger, Nicholas, by executor	New York.
1st	26th	Cunningham, J. B	Norfolk.
1st	12th	Curtis, Henry D. and Charles	
1st	26th	Cushing, Charles, as executor of Jas. Sheafe	Portsmouth, N. H.
1st	26th	Cutter, A. W	Portland.
1st	26th	Cutter, Daniel and Jacob	Portsmouth, N. H.
1st	26th	Cutts, Edward	Do.
1st	26th	Cutts, Edward, by administrator	Do.
1st	26th	Cutts, Samuel, by heirs	Do.
1st	15th	Charleston, sundry merchants of	Charleston.
1st	14th	Cowper, Joseph	Norfolk.
2d	14th	do	Do.
2d	14th	Catlett, Charles J	Alexandria.
1st	7th	Cripps, William	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Cross & Crowley	Do.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Corles, John, & Co	New York.
1st	7th	Campbell, Harvey & Co	Charleston.
1st	9th	do	Do.
1st	14th	do	Do.
1st	7th	Corbett, Thomas, & Son	Do.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Cripps, John S	Do.
1st	14th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	16th	Colt, Roswell L	Lowell, New Jersey.
1st	16th	Campbell & Ritchie	Baltimore.
1st	7th	Cox, James	Do.
1st	16th	do	Do.
1st	7th	Campbell & Wheeler, by survivor	(Baltimore,) Norfolk.
2d	14th	do	Do.
1st	7th	Campbell, Archibald, by executor	Baltimore.
1st	18th	do	Do.
1st	16th	Campbell, James	Do.
.....	.....	Clapp, Frederick	Boston.
.....	.....	Chadwick, Ebenezer	Do.
.....	.....	Cummins, D	Salem.
.....	.....	Coffin, David	Newburyport.
.....	.....	Coffin, Nathaniel	Do.
.....	.....	Coffin, John	Do.
.....	.....	Carter, Joshua	Do.
.....	.....	Curnier, S. H	Do.
.....	.....	Campbell, Duncan P	New York.
.....	.....	Craig, William	Do.
.....	.....	Champlin, John T	Do.
.....	.....	Crary, J. S	Do.
.....	.....	Calman, Joseph, & Co	Baltimore.
.....	.....	Cross, Truman	Do.
.....	.....	Cowper, John	Norfolk.
.....	.....	Care, Philip, by executor	Port Royal, Virginia.
.....	.....	Care, William R	Do.
.....	.....	Cooper, John B	New Orleans.
.....	.....	Cameron, John	Wilmington, N. C.
.....	.....	Crocher, D	Charleston.
.....	.....	Carnochin, John	Do.
.....	.....	Crafts, Harriet and Margaret	Do.
1st	7th	Craig, Samuel	Alexandria.
1st	7th	Cary, Joseph	Do.
.....	.....	Champayne & Dyme	Baltimore.
.....	.....	Champayne, Marianne R	Do.
.....	.....	Colt, Roswell L	Paterson, New Jersey.
1st	7th	Coffin, Isaac	Nantucket.
.....	.....	Columbian Insurance Company	New York.
1st	26th	De Peyster, Frederick, and others	New York.
2d	19th	do	Do.
1st	18th	Dagget, Henry, jr	New Haven, Conn.
2d	20th	Dexter, Edward	Providence.
1st	22d	do	Do.
1st	24th	do	Do.
3d	27th	do	Do.
1st	21st	Dauphin, John, by his widow	
1st	22d	Doane, Nathaniel, by his widow	Chatham, Connecticut.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Doane, Nathaniel, by his widow....	Chatham, Connecticut.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	22d	Douglass, Daniel....(New London,)	Westford, Connecticut.
1st	26th	.....do.....	Do.
1st	23d	De Laporte, Frederick, by administrator.....	Baltimore.
1st	26th	.....do.....	Do.
2d	24th	Dunham, Elisha.....	Lee, Massachusetts.
2d	25th	.....do.....	Do.
2d	24th	Davenport, Edward J., and others..	St. Louis, Missouri.
1st	26th	.....do.....	Do.
1st	26th	Delano, Thomas, by heirs.....	New York.
2d	29th	Dorsey, John E., by executrix.....	Baltimore.
1st	31st	.....do.....	Do.
2d	29th	Dumeste, John, by heirs.....	Do.
1st	31st	.....do.....	Do.
1st	24th	Dorr, Andrew C., by his widow.....	Boston.
2d	29th	.....do.....	Do.
2d	29th	Dashiels, Henry, by his widow.....	Baltimore.
1st	17th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Dwerhagen & Groverman, by survivor.....	Do.
1st	26th	Dunham, Daniel, by heirs.....	Norwich, Connecticut.
2d	29th	.....do.....	Do.
1st	26th	Dodge, P., by executor.....	Salem.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Dunlap, John, by heirs.(Alex., D. C.)	Camden, S. C.
1st	30th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Dorsett, Fielder, by heirs.....	Maryland.
1st	30th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	30th	Derose, John J., by heirs.....	Bridgeport, Connecticut.
1st	31st	Dunant, Edward, by heirs.....	Philadelphia.
1st	32d	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	22d	Davenport, Anthony, by executor..	Newburyport.
1st	31st	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	24th	.....do.....	Do.
3d	27th	.....do.....	Do.
1st	31st	Dexter, Stephen.....	Providence, R. I.
2d	20th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	31st	Deale, James.....	Maryland.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Deale, James	Maryland.
1st	35th	do	Do.
1st	7th	Dunlap, William	Port Royal, Virginia.
1st	35th	do	Do.
2d	29th	do	Do.
1st	26th	Dagell, F., jr	New Haven, Conn.
1st	26th	Dana, Maria	Portsmouth, Ohio.
1st	26th	Dart, Joseph	Chatham, Connecticut.
1st	26th	Dashiel, George W	Baltimore.
1st	17th	do	Do.
1st	26th	Davenport, John, by administrator	Newburyport.
1st	26th	Davenport, Moses	Do.
1st	26th	Davenport, S. H	St. Louis, Missouri.
1st	26th	Davidson, William, by assignee	Philadelphia.
1st	24th	Davis, John P	Boston.
1st	26th	do	Do.
1st	26th	Davis, Jonathan, and others	Do.
1st	26th	Davis, Mary	Gloucester, Mass.
1st	26th	Davis, Richard	Philadelphia.
1st	26th	Davis, William and Thomas, by survivor	Plymouth, Mass.
2d	14th	Dean, Joseph, by executor	Alexandria.
1st	26th	do	Do.
1st	26th	Deaning, John	Portland.
1st	26th	Delafield, Henry, by executor	New York.
1st	26th	Delafield, John, by executor	Do.
1st	26th	Deeming, James	Portland.
1st	26th	Dennett, Lemuel	Do.
1st	26th	Dennis, Richard	Savannah, Georgia.
1st	7th	Dennison, Elisha, and others	New London.
1st	26th	do	Do.
1st	26th	Derby, John	Salem.
1st	26th	Derby, Samuel G	Boston.
1st	26th	Desdoity, John B., by executor	Philadelphia.
1st	31st	Dexter, A. A	Cross Keys, Alabama.
1st	26th	Dexter, George W	Gloucester, Mass.
1st	26th	Dexter, Samuel	Do.
1st	24th	Dexter, Theodore	Boston.
1st	26th	do	Do.
1st	26th	Dole, David	Newburyport.
1st	26th	Donaldson, James, & Co. (Fayetteville, N. C.)	Norfolk.
1st	26th	Donaldson, Robert and James (Fayetteville, N. C.)	Do.
1st	7th	Donnell, John	Baltimore.
1st	16th	do	Do.
1st	26th	Dorr, Ebenezer, by executor	Boston.
2d	29th	Dorsett, Samuel, by heirs	Nottingham, Maryland.
1st	31st	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Downes, Abijah, by attorney	Philadelphia.
1st	7th	Dubernat, John A	Baltimore.
1st	26th	do	Do.
1st	7th	Dugan, Cumberland	Do.
1st	26th	do	Do.
1st	26th	Duncan, William, by trustee	Do.
2d	24th	Dunham, Elisha, and Geo. Boardman	Lee, Massachusetts.
1st	26th	do	Do.
1st	26th	Dunlap, William, by heirs	Port Royal, Virginia.
1st	7th	Dunlap, William, & Co., by survivor	Do.
1st	31st	do	Do.
1st	26th	do	Do.
1st	16th	Denton, Hall & Nathan, by survivor	Maryland.
1st	7th	Davidson, Gilbert and John	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Depau, Francis	Do.
1st	14th	do	Do.
1st	7th	Depau & Teretain	Do.
1st	7th	Dairal, E, & Co	Do.
1st	7th	De Saussure	Do.
1st	14th	do	Do.
1st	16th	Douglass, George	Baltimore.
2d	14th	Dunlap & Herbert, by survivor	Alexandria.
1st	17th	Donath, Joseph	Philadelphia.
.....	.....	Dennet, Lemuel	Portland.
.....	.....	Dodd, Benjamin	Boston.
.....	.....	Davis, John	Do.
.....	.....	Dorr, Nathaniel	Do.
.....	.....	Dorr, John	Do.
.....	.....	Derby, Elias H., by executor	Salem.
.....	.....	Devereaux, H	Do.
.....	.....	Deman, O. N. A., by administrator	Newburyport.
.....	.....	Dunham, John	Norwich, Connecticut.
.....	.....	Delaplaine, John F	New York.
.....	.....	Dickinson, Charles	Do.
.....	.....	Dias, Joseph Lopez	Do.
.....	.....	Dunant & Gilpin, by survivor	Wilmington, Delaware.
.....	.....	Dugan, Joseph	Philadelphia.
.....	.....	Donaldson, Samuel I	Baltimore.
.....	.....	Donaldson, John I	Do.
.....	.....	De la Roche, George F	Do.
.....	.....	Diggs, Beverly	Do.
.....	.....	Dickson, James	Wilmington, N. C.
.....	.....	Donaldson, Robert	Norfolk.
.....	.....	Dyme, John, jr	Baltimore.
.....	.....	Dunlap & Irwin	Camden, S. C.
1st	7th	Dennison, John J	New London.
.....	.....	Delaware Insurance Company	Philadelphia.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	22d	Ellwell, Payne, by heirs and executor.	Waldoboro', Maine.
1st	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	26th	Edmunds, Thomas, by executor....	Virginia.
2d	25th	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	26th	Eckert, John, jr., by administrator..	Philadelphia.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	29th	Etting, Reuben.....	Do.
1st	30th	.....do.....	Do.
1st	31st	Emerson, Edward, by heirs.....	Maine.
1st	31st	Edwards, Thomas, by executor.....	
1st	24th	Eddy, Caleb, by administrator.....	Boston.
1st	26th	.....do.....	Do.
1st	26th	Eddy, Thomas.....	Rahway, New Jersey.
1st	26th	Edmunds, Nicholas.....	Virginia.
1st	31st	Edwards, Seth.....	Gloucester, Mass.
1st	26th	Eiselen, Conrad, by administrator...	(Philadel'ia,) Baltimore.
1st	26th	Ellis, George, by administrator.....	Newbern, N. C.
1st	26th	Elmendorf, Edmund.....	New York.
1st	17th	Emerson, Joseph.....	Limerick, Maine.
1st	26th	.....do.....	Do.
1st	24th	Emery, Moses.....	Newburyport.
1st	26th	.....do.....	Do.
1st	26th	English, Thomas.....	Boston.
1st	7th	Easton, David.....	Alexandria.
2d	7th	.....do.....	Do.
1st	10th	.....do.....	Do.
1st	16th	Ellicott, Andrew.....	Baltimore.
1st	16th	Etting, Solomon.....	Do.
1st	7th	Eiselen & Horne.....	Do.
.....	.....	Eddy, Benjamin, by administrator..	Boston.
.....	.....	Eddy, Thomas, by executor.....	New York.
.....	.....	Eckert, George.....	Milton, Pennsylvania.
.....	.....	Ellicott, Elias, trustee, David Stewart & Sons.....	Baltimore.
.....	.....	Ellis, Amarylis.....	Newbern, N C.
.....	.....	Edmonston, Charles.....	Charleston.
.....	.....	Ellicott, Thomas.....	Baltimore.
.....	.....	Evans, Hugh W.....	Do.
.....	.....	Ellis, John S.....	Newbern, N. C.
1st	26th	Edmonds, Nicholas.....	Virginia.
1st	18th	Forbes, Jehial.....	New Haven, Conn.
1st	26th	.....do.....	Do.
1st	17th	Fitch, Pelatiah.....	Athens, New York.
1st	18th	.....do.....	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	18th	Fitch, Pelatiah	Athens, New York.
2d	19th	Fry, Benjamin	Newport.
1st	26th	do	Do.
2d	29th	do	Do.
1st	26th	Fletcher & Otway, by survivor, by heirs	Alexandria.
2d	26th	do	Do.
1st	26th	Falconer, Abraham, by heirs	Baltimore.
2d	29th	do	Do.
2d	29th	Fanning, Patrick, by heirs	Norwich, Connecticut.
1st	26th	Fuller, Belcher, by administrator, (Beaufort, N. C.)	Houston, Texas.
2d	29th	do	Do.
2d	29th	Fuller, Nathan, by heirs, (Beaufort, N. C.)	Do.
1st	31st	Fraser, Thomas, by heirs	Charleston.
1st	31st	Foster, William, by heirs, by his widow	Wiscasset, Maine.
1st	26th	Francis, Daniel, by heirs	Hartford, Connecticut.
1st	31st	do	Do.
1st	33d	Fort, Glovina	
1st	26th	Falls & Brown, by survivor	Baltimore.
1st	26th	Farris, William	Newburyport.
1st	26th	Fellows, Nathaniel	Boston.
1st	26th	Ferguson & Gibson	Port Tobacco, Md.
1st	26th	Ferguson, Robert, by executor	Do.
1st	31st	do	Do.
1st	26th	Fette, M. M. and H. G.	St. Louis, Missouri.
2d	14th	Fisher, James C	Philadelphia.
1st	17th	do	Do.
1st	26th	do	Do.
1st	26th	Fitzsimons, Charles, (Christopher,)	Charleston.
2d	26th	Fletcher, John W., by representative	Alexandria.
1st	7th	Fohcy, Thomas, by executor, (Washington, N. C.)	Beaufort, N. C.
1st	26th	do	Do.
1st	26th	Foord, E. G	St. Louis, Missouri.
1st	26th	Forrest, Daniel D	Wilmington, N. C.
1st	26th	Foster, William, by administrator	Wiscasset, Maine.
1st	26th	Francis, Daniel	Wethersfield, Conn.
1st	14th	Fraser, Thomas, by attorney	Hamburg, S. C.
1st	26th	do	Do.
1st	24th	Frazar, Samuel A., and others	Bordentown, N. J.
1st	26th	do	Do.
1st	26th	Frost, John, by heirs	Salem.
1st	26th	Frothingham, Andrew, and others, survivor	Newburyport.
1st	26th	Frothingham, Benjamin	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Frothingham, Henry	Newburyport.
1st	26th	Frothingham, Stephen	Do.
1st	26th	Fry, Christopher	Norfolk.
2d	29th	Fuller, Nathan & Belcher, by heirs	Beaufort, N. C.
2d	14th	Finley, David	
1st	7th	Fitzsimons, Christopher	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Fuller, Abraham	Baltimore.
1st	7th	Ferguson & Robertson	Do.
.....	.....	Frazer, Samuel A	Boston.
.....	.....	Franklin, Robinson & Co	New York.
.....	.....	Fisher, Thomas	Philadelphia.
.....	.....	Ferguson, James	Baltimore.
.....	.....	Ferguson, John	Port Tobacco, Md.
.....	.....	Fletcher, Charles	Alexandria.
.....	.....	Frost, John	Do.
.....	.....	Fitzhugh, Alexander	Virginia.
1st	7th	Fendall, Philip Richard	Alexandria.
1st	18th	Goodrich, James, and others	New Haven, Conn.
1st	26th	do	Do.
2d	29th	do	Do.
1st	20th	Groning, Lewis, and others	Charleston.
1st	14th	do	Do.
1st	22d	Greene, David, by administrator, (Roxbury, Massachusetts)	Concord, N. H.
1st	24th	do	Do.
1st	23d	Gladding, Nathaniel, and others	Bristol, R. I.
1st	26th	do	Do.
2d	27th	Griswold, George, and others	New York.
1st	18th	do	Do.
2d	29th	Gibson, John, by administrator, and others	Philadelphia.
1st	7th	Gilmer, Robert, by executor	Baltimore.
1st	16th	do	Do.
1st	18th	do	Do.
1st	26th	do	Do.
2d	29th	do	Do.
2d	29th	Gilbert, George, by executor	Norwich, Connecticut.
1st	29th	do	Do.
1st	26th	do	Do.
2d	30th	Glassell, Andrew, by heirs and executor	Fredericksburg, Va.
1st	31st	do	Do.
1st	26th	Goodhue, Benjamin, by executor	Salem.
1st	31st	do	Do.
1st	31st	Gaylord, Lucinda, and others	Hartford, Connecticut.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Groverman, Anthony, by administrator	Baltimore.
2d	29th	do	Do.
1st	7th	Gairdner, James, by administrator	Charleston.
1st	14th	do	Do.
1st	31st	do	Do.
1st	31st	Gibbs, William R., and others	Do.
1st	31st	Galt, Alexander	
1st	31st	Galt, William R.	
1st	26th	Griffith, Stephen, by heirs, and others	Chatham, Connecticut.
1st	31st	do	Do.
1st	31st	Geyer, F. W., by heirs, and others	Charleston.
1st	26th	Glavary, Francis R., by heirs	New Orleans.
1st	31st	do	Do.
1st	32d	Gullego, Joseph, by heirs	Richmond, Virginia.
1st	34th	Gibbs, George, by executrix	New York.
2d	34th	do	Do.
1st	26th	Gage, Jonathan	Newburyport.
1st	26th	Gardner, Caleb, by executor	Newport.
1st	26th	Gardner, James	Charleston.
1st	26th	Gardner, Paul & Sons	Nantucket.
1st	26th	Gatewood, F	Norfolk.
1st	26th	Gatewood, Richard	Do.
1st	26th	Gaylord, Aaron, by administrator, (Augusta, Georgia)	Hartford, Connecticut.
1st	26th	Gaylord, William (Hartford, Conn.)	Augusta, Georgia.
1st	26th	Granish, Jacob	Newburyport.
1st	7th	Geyer, John	Charleston.
1st	14th	do	Do.
1st	7th	Ghequire, Charles, by trustees	Baltimore.
1st	26th	Gilbert, George	Norwich, Connecticut.
1st	26th	Gilbert, William R	Do.
1st	26th	Gilbert & Aspinwall	New York.
1st	26th	Gilman, Nicholas (Kennebunk)	Wells, Maine.
1st	7th	Gilmer, Robert, & Son	Baltimore.
1st	16th	do	Do.
1st	26th	do	Do.
1st	7th	Gilmer, Robert, and others	Do.
2d	24th	do	Do.
1st	26th	Gilpatrick, Richard	Kennebunk, Maine.
1st	26th	Gilpin, Joshua (Wilmington, Del.)	Philadelphia.
2d	14th	Girard, Stephen	Do.
1st	17th	do	Do.
1st	26th	Glazier, Benjamin	Newburyport.
1st	26th	Goddard, Nathaniel	Boston.
1st	24th	Goddard, Thatcher, by administrator	Boston.
1st	26th	do	Do.
1st	26th	Goelet, Peter, by executor	New York.
1st	26th	Gouveneur, Joseph, by executor	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Gouveneur, S.	New York.
1st	19th	Gracie, Archibald	Do.
1st	26th	Gracie, W	Do.
1st	26th	Graham, G., by administrator	Norfolk.
2d	14th	Graham, T., by heirs	Norfolk, Virginia.
1st	26th	do	Do.
2d	14th	Granbury, John, by administrator, widow	Do.
1st	26th	do	Do.
1st	26th	Granbury, Mary	Edenton, N. C.
1st	26th	Granger, I., Doctor	New York.
1st	26th	Gray, Edward	Boston.
1st	26th	Gray, Francis C	Do.
1st	24th	Gray, William, by executor	Do.
1st	26th	do	Do.
1st	18th	Gray, William, and others	Do.
1st	26th	Gray, William	Boston, Massachusetts.
1st	26th	Green, Charles W., by administrator	Boston.
1st	26th	Green, Samuel, by attorney	Concord, N. H.
1st	26th	Greenleaf, Jacob	Newburyport.
1st	26th	Gregory, George, by heirs	Boston.
1st	31st	Griffith, Francis R	Owings's Mills, Md.
1st	26th	Griffith, Robert E	Philadelphia.
1st	26th	Groning, Lewis and R	Charleston.
1st	26th	Grubb, James, by executrix	Philadelphia.
1st	26th	Grundy, George, by trustee	Baltimore.
1st	26th	George, schooner, owners of	
1st	7th	Gairdner, Edward, & Co	Charleston.
1st	7th	Gadsen, Philip	Do.
1st	7th	Gordon, James	Do.
1st	9th	do	Do.
1st	7th	Gregory, James	Do.
1st	9th	do	Do.
1st	7th	Gilchrist, A	Do.
1st	9th	do	Do.
1st	7th	Gordon, Peter	Baltimore.
2d	14th	Goddard, John	Portsmouth, N. H.
1st	17th	do	Do.
1st	16th	Gilmer, William	Baltimore.
.....	.....	Geyer, Frederick W	Boston.
.....	.....	Green, David	Do.
.....	.....	Goddard, William D	Do.
.....	.....	Gregory, John	Do.
.....	.....	Gray, John C	Do.
.....	.....	Gunchard, John	Salem.
.....	.....	Gibson, James	Philadelphia.
.....	.....	Gurney & Smith, by survivor	Do.
.....	.....	Grubb, Hannah	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Gilmer, Robert, & Sons	Baltimore.
.....	.....	Granberry, Susannah	Norfolk.
.....	.....	Granberry James	Edenton, N. C.
1st	7th	Gardner, Paul, jr	Nantucket.
1st	7th	Gilmer, Robert, & Co	Baltimore.
.....	.....	Goddard, John	Philadelphia.
.....	.....	Gettings & Smith	Baltimore.
1st	7th	Hilldeap, Thomas I	Charleston.
1st	16th	Hoffman, George	Baltimore.
1st	16th	Hindman, James	Do.
1st	16th	Hollins & McBlair	Do.
1st	16th	Hutton, James	Do.
1st	16th	Hawkins, James L	Do.
1st	7th	Holmes, Hudson & Co., by survivor	Do.
2d	36th	Huggins, Benjamin, by administrator	Bustleton, Penn.
2d	14th	Hunt, William	Newburyport.
1st	17th	Henry, Alexander	Philadelphia.
2d	14th	.....do	Do.
1st	17th	Harrison, George	Do.
2d	14th	.....do	Do.
1st	16th	Hoffman, John	Baltimore.
1st	17th	Hunt, Wilson	Boston.
.....	.....	Hatch, Mark	Castine, Maine.
.....	.....	Holbrooke	Boston.
.....	.....	Hancock, John	Do.
.....	.....	Haskell, Solomon	Newburyport.
.....	.....	Hoyt, Nathan	Do.
.....	.....	Ham, Thomas	Do.
.....	.....	Hale, Thomas	Do.
.....	.....	Haskell, Mark	Do.
.....	.....	Hunt, Betsy	Do.
.....	.....	Hunt, Elias	Do.
.....	.....	Haskell, Ignatius	Do.
.....	.....	Holmes, James L	Plympton.
.....	.....	Hatch, Amos	Newport.
.....	.....	Hart, William, by administrator	Saybrook, Connecticut.
.....	.....	Hotchkiss, William S., jr	New Haven, Conn.
.....	.....	Hoffman, Martin	New York.
.....	.....	Hoyt, G	Do.
.....	.....	Havens, Gabriel	Do.
.....	.....	Hollingsworth, Samuel	Baltimore.
.....	.....	Holmes, John, by administrator	Do.
.....	.....	Hoffman, David	Do.
1st	7th	Hartshorne, William	Alexandria.
1st	7th	Hamilton, Robert	Do.
1st	7th	Hampson, Beyard	Do.
1st	18th	Henshaw, David, by heirs	Middlebury, Vermont.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Henshaw, David, by heirs	Middlebury, Vermont.
2d	29th	do	Do.
1st	31st	do	Do.
1st	24th	do	Do.
1st	18th	Hooper, William and Nathaniel	Marblehead, Mass.
1st	26th	do	Do.
1st	19th	Hays, Samuel	New York.
1st	19th	Haskel, Ignatius and Solomon	Bangor, Maine.
2d	19th	do	Do.
1st	26th	do	Do.
1st	20th	Huttleson, Henry	
1st	21st	Hathaway, James, by administrator	Edenton, N. C.
1st	24th	do	Do.
1st	26th	do	Do.
2d	21st	Hatch, Crowell, by administrator	Boston.
1st	22d	do	Do.
2d	21st	do	Do.
1st	24th	do	Do.
2d	23d	Hudson, Jonathan, by administrator	Baltimore.
1st	26th	do	Do.
2d	29th	do	Do.
1st	26th	Hayman, Casper, by attorney	Alexandria.
1st	26th	Hammond, Henry, by heirs	Philadelphia.
1st	28th	do	Do.
1st	26th	Hemstead, Josiah, by executor	Hartford, Connecticut.
2d	29th	do	Do.
1st	31st	Handy, William, by executor	
2d	29th	do	
1st	26th	do	
1st	29th	Hedge, Benjamin, by administrator	Plymouth, Mass.
2d	29th	do	Do.
1st	24th	Holmes, Barzilla, by heirs	Boston.
1st	26th	do	Do.
1st	31st	do	Do.
2d	29th	do	Do.
2d	29th	Hammond, Philip, by heirs	Salem.
1st	31st	do	Do.
1st	26th	Hogg, John, by heirs and by trustee	Fayetteville, N. C.
2d	29th	do	Do.
2d	29th	Halsey, Thomas L	Providence.
2d	29th	Holmes, Pelham, by heirs	North Plympton, Mass.
1st	7th	Hodgson, William, by his widow	Alexandria.
1st	30th	do	Do.
2d	14th	do	Do.
1st	31st	do	Do.
1st	26th	Ham, William, by administrator	Portsmouth, N H.
1st	31st	do	Do.
1st	26th	Howland, Cornelius, by executor	New Bedford.
1st	31st	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Huntress, David or Daniel, by administrator	Portsmouth, N. H.
1st	31st	do	Do.
1st	7th	Haga, Godfred, and others	Philadelphia.
1st	26th	do	Do.
2d	14th	do	Do.
1st	17th	do	Do.
1st	31st	do	Do.
1st	31st	Hooper, Isaac, by heirs	Marblehead.
1st	26th	Huntington, Jabez, by heirs	Norwich, Connecticut.
1st	31st	do	Do.
1st	26th	Higgenbotham, Thomas, by heirs	Baltimore.
1st	31st	do	Do.
1st	31st	Hill, Samuel, by heirs	Portsmouth, N. H.
1st	31st	Hooker, Homer, by heirs	
1st	31st	Hartshorne, Richard, by heirs	New York.
1st	31st	Hathaway, T. V., by administrator	Edenton, N. C.
1st	31st	Hill, Edward, and others	Swansboro', N. C.
1st	26th	Henderson, Ferguson & Gibson, by survivor	Port Tobacco, Md.
1st	31st	do	Do.
1st	26th	Hall, Elijah, by heirs	Portsmouth, N. H.
2d	28th	do	Do.
1st	31st	do	Do.
2d	32d	do	Do.
1st	26th	Hacketer, James	Bristol, Maine.
1st	31st	do	Do.
1st	26th	Hall, Thomas B	Boston.
1st	26th	Hallam, George	New London.
1st	26th	Hallet, Richard S	New York.
1st	7th	Hamilton, James, by attorney	Charleston.
1st	26th	do	Do.
1st	26th	Hart, Richard W	Saybrook, Conn.
1st	26th	Hartshorne, Rhinelanders & Co	Shrewsbury, N. J.
1st	26th	Harvey, John, by heirs	Washington, N. C.
1st	7th	Haslett, John	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.
1st	26th	do	Do.
1st	26th	Hasty, William	Hope, Maine.
3d	27th	Hatch, Henry	Boston.
1st	26th	Havens, John	Portsmouth, N. H.
1st	26th	Havens, Nathaniel A., by executor	Do.
1st	26th	Havens, Philetus, by administrator	New York.
1st	26th	Hays, Judah	Do.
1st	26th	Henry, Thomas, by executor	Philadelphia.
1st	26th	Hersey, Eliza	
1st	26th	Hewton, Solomon, by administrator	Newburyport.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Higginson, Stephen	Boston.
1st	26th	Hill, Mark L., and others	Phippsburg, Maine.
1st	7th	Hillen, John	Baltimore.
1st	26th	do	Do.
1st	26th	Hillebarton, A	Portsmouth, N. H.
1st	26th	Hilton, Hall	Somerset, Mass.
1st	26th	Hinton, J. B., by administrator	Raleigh, N. C.
1st	26th	Hodgson, Charlotte	Alexandria.
1st	26th	Hodges, Benjamin	Salem.
1st	26th	Hoffman, Peter, & Sons, by survivor	Baltimore.
1st	26th	Hoffman & Seton, by survivor	New York.
1st	24th	Holbrook, Edward	Boston.
1st	26th	do	Do.
1st	26th	Hall, Edward, by executor	Romney, Maryland.
1st	26th	Holland, Stephen	Bangor, Maine.
1st	7th	Hollingsworth, Thomas and Samuel, by survivor	Baltimore.
1st	16th	do	Do.
1st	26th	do	Do.
1st	7th	Hollins, John	Do.
1st	16th	do	Do.
1st	26th	do	Do.
1st	26th	Holmes, Hudson & Co	Do.
1st	26th	Holmes, John, by administrator	Do.
1st	26th	Hoovey, Thomas	Portland.
1st	26th	Horne, John S., by trustees	Baltimore.
1st	24th	Horner, Benjamin P	Boston.
1st	26th	do	Do.
1st	26th	Horton, Rufus and John	Portland.
1st	26th	Hough, Benjamin R	Gloucester, Mass.
1st	26th	Howard, William	Portland.
1st	26th	Howland, Joseph, by assignee	New York.
1st	26th	Hoyt, Joseph	Newburyport.
1st	26th	Hoyt & Tom, by survivor	New York.
1st	26th	Hudson, Jonathan, by heirs	Baltimore.
1st	26th	Hume, Henry	Bristol, Rhode Island.
1st	26th	Hunt, W. G	Newburyport.
1st	31st	Huntress, Daniel, by administrator	Portsmouth, N. H.
1st	26th	do	Do.
1st	26th	Hurd, Jesse, by heirs...(Chatham)	Middle Haddam, Conn.
1st	17th	Hasty, Robert	Hope, Maine.
1st	26th	Hartford, Connecticut, underwriters, by E. Williams	Hartford, Connecticut
1st	26th	Howland, Daniel, for Marine Insurance Company	Baltimore.
2d	14th	Hooe, Robert F., & Co., by survivor	Alexandria.
1st	7th	Hazlehurst, Richard, & Co	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Hargreaves, T. and I	Charleston.
1st	14th	do	Do.
.....	.....	Haga, Godfred, & Co	Philadelphia.
.....	.....	Hastings, Jonas	Baltimore.
.....	.....	Haskins, Govert	Do.
.....	.....	Hall, George William	Romney, Md.
.....	.....	Houston, John H	Washington, D. C.
.....	.....	Harvey, Henry	Newbern, N. C.
.....	.....	Hathaway, Thomas N	Edenton, N. C.
1st	7th	Holmes, Jabish	New London.
1st	7th	Hanrahan, John	Washington, N. C.
1st	23d	Ives, Thomas P	Providence.
2d	14th	Irwin, Thomas, and James Dunlap, by executor	Alexandria.
2d	26th	do	Do.
2d	29th	Ives, Charles I	Providence.
1st	26th	Israel, Samuel, by assignee, administrator	Philadelphia.
1st	17th	Inskeep, John	Do.
1st	7th	Irwin, Thomas, jr	Alexandria.
2d	14th	do	Do.
1st	18th	Insurance Companies	Do.
2d	29th	do	Do.
2d	24th	do	Do.
1st	31st	do	Do.
1st	18th	do	Warren.
2d	29th	do	Do.
1st	31st	do	Do.
1st	18th	do	New Haven, Conn.
2d	26th	do	Do.
1st	31st	do	Do.
2d	29th	do	Do.
1st	26th	do	Hartford, Connecticut.
1st	26th	do	Portland.
1st	7th	do	Philadelphia.
1st	18th	do	Do.
2d	9th	do	Do.
2d	14th	do	Do.
1st	17th	do	Do.
3d	27th	do	Do.
1st	7th	do	Baltimore.
1st	18th	do	Do.
2d	29th	do	Do.
1st	26th	do	Do.
1st	31st	do	Do.
1st	7th	do	Charleston.
1st	18th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Insurance Companies	Charleston.
1st	7th	do	New York.
1st	18th	do	Do.
1st	25th	do	Do.
1st	7th	do	Boston.
1st	18th	do	Do.
1st	31st	do	Do.
1st	18th	do	Providence.
1st	26th	do	Do.
1st	31st	do	Do.
1st	23d	Jackson, Richard	Providence.
1st	26th	do	Do.
1st	31st	Jenkins, Elisha, by executor	Hudson, New York.
1st	31st	Jeffrey, A., and others	
1st	31st	Jacobs, Hetty	
1st	26th	Jackson, Abraham, by heirs	Newburyport.
1st	26th	Jackson, Thomas and William	Plymouth, Mass.
1st	7th	Jaffray, James, by administrator, B. C. Howard	Baltimore.
1st	26th	do	Do.
1st	26th	Janverin, George, by executor	Portsmouth, N. H.
1st	26th	Janverin, Joseph	Newburyport.
1st	26th	Jaques, David	Do.
1st	26th	Jenkins, Christopher, by executor	
1st	26th	Johnson, Eliazer	Do.
1st	26th	Johnson, Robert, by attorney	Middletown, Conn.
1st	12th	Johnson, Thomas	
2d	29th	Jones, Charles F	
1st	26th	Jones & Clark, by survivor	Philadelphia.
1st	31st	Jones, Edmund Edward, by heirs	Boston.
1st	26th	Jones, John C., by executor	Do.
1st	26th	Jones, John, by executor and attorney	Philadelphia.
1st	7th	Janny, John	Alexandria.
2d	14th	do	Do.
1st	7th	Johnston, Christopher, by executrix	Baltimore.
1st	7th	Jenkins, Thomas C	Do.
1st	16th	do	Do.
.....	.....	Jackson, Nathaniel	Newburyport.
.....	.....	Jones, William, by executor	Philadelphia.
.....	.....	Jenkins, Thomas C	Baltimore.
.....	.....	Johnston, Maria S	Do.
1st	7th	Janney, Elisha	Alexandria.
.....	.....	Jones, Major Catesby, heirs	Virginia.
.....	.....	Jones, Philip Catesby	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	18th	Ketchum, John J., by his widow....	Newburyport.
1st	26th	.....do.....	Do.
1st	20th	Kelley, Michael, and others.....	Charleston.
1st	14th	.....do.....	Do.
1st	23d	.....do.....	Do.
1st	24th	.....do.....	Do.
1st	7th	Korn, John Jacob, by heirs.....	Alexandria.
1st	26th	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	7th	Kennedy, James, by his widow....	Do.
1st	26th	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	14th	.....do.....	Do.
2d	29th	Knox, George, by administrator....	New York.
2d	29th	Keating, Oliver, by heirs.....	Boston.
1st	31st	Kingsbury, Joseph.....	York, Maine.
1st	31st	Kearney, James, by administrators..	Perth Amboy, N. J.
2d	31st	.....do	Do.
1st	26th	Knapp, Anthony, by administrator..	Newburyport.
1st	31st	.....do.....	Do.
1st	7th	Koneg, Frederick, and others.....	Baltimore.
1st	26th	.....do.....	Do.
1st	31st	Kimes, George, by his widow	Newbern, N. C.
1st	33d	King, I. Glenn.....	Salem.
1st	33d	Keating, Mary B.....	
1st	24th	Karthaus, Peter A.....	Baltimore.
2d	25th	.....do.....	Do.
1st	26th	Kemble, William, by executor.....	Newburyport.
1st	26th	Kinnard, James.....	Portsmouth, N. H.
1st	26th	Kennard, John S., and wife.....	Chestertown, Md.
1st	26th	Kennard, Samuel, and wife.....	Do.
1st	7th	Kern, John F.....	Charleston.
1st	9th	.....do.....	Do.
2d	14th	.....do.....	Do.
1st	26th	Ketland Thomas, by assignee.....	New York.
1st	24th	Kettle, Thomas.....	Boston.
1st	26th	.....do.....	Do.
1st	26th	Kimball, Edmund.....	Newburyport.
1st	26th	King, James.....	Salem.
1st	26th	King, Joshua.....	Ridgefield, Connecticut.
1st	23d	Kingston, Stephen.....	Philadelphia.
2d	14th	Kentzing, Abraham.....	Do.
1st	17th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	7th	Kerk & Lukens.....	Charleston.
1st	14th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	26th	Knapp, Josiah.....	Boston.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Knight, Amos	Newburyport.
1st	26th	Knight, Joseph, by administrator	Do.
1st	7th	Konig, F. and H., by survivor	Baltimore.
1st	26th	do	Do.
1st	31st	Kouslan, F. A., and others	Versailles, Missouri.
1st	7th	Kohne, Frederick I	Charleston.
1st	9th	do	Do.
1st	14th	do	Do.
1st	7th	Krupping & Steinmetz	Do.
1st	14th	do	Do.
.....	.....	Ketchum, John I., by his widow	New York.
.....	.....	Ketchum, Susanna	Do.
.....	.....	Kemble, William	Do.
.....	.....	Kemble, Peter	Do.
.....	.....	Kennedy, Letitia	Washington, D. C.
.....	.....	Kennedy, William L	Do.
.....	.....	Kirk, John	Charleston.
.....	.....	Keaton, John	Paris, Kentucky.
1st	7th	Korn & Wisemiller	Alexandria.
1st	7th	Kennedy, I	Washington, N. C.
1st	18th	Leffengwell, William, and others	New Haven, Conn.
1st	24th	Lobdell, Ebenezer, by administrator	Plympton, Mass.
1st	26th	do	Do
2d	29th	do	Do.
1st	31st	do	Do.
3d	27th	Leonard, John, by his widow	Shrewsbury, N. J.
1st	31st	do	Do.
2d	29th	Leach, William, by executor	
1st	7th	LeRoy, Lewis, by his widow	Washington, N. C.
2d	29th	do	Do.
1st	31st	do	Do.
1st	31st	Latting, Jacob, by heirs	Glen Cove, New York.
1st	26th	Little, Otis, by administrator	Castine, Maine.
1st	31st	do	Do.
1st	26th	Lockwood, Buckingham, and others	Norwalk, Connecticut.
1st	31st	do	Do.
1st	32d	Leed, Jeremiah, by executor	Richmond, Virginia.
1st	33d	Low, Caleb	Massachusetts.
1st	33d	Lovett, Pyam, and others	Beverly, Massachusetts.
1st	34th	Lamont, Samuel	Greene, Maine.
2d	34th	do	Do.
1st	21st	Lacy, John	
1st	30th	Ladd, Alexander	Portsmouth, N. H.
1st	26th	Ladd, Eliphalet, by executor	Do.
1st	26th	Laight, William and Charles, by survivor	New York.
1st	26th	Lamb, William B	Norfolk.
1st	26th	Lambert, William, by executor	Boston.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Latimer, James, and executor of George Salmon	Philadelphia.
2d	29th	Law, George, for Marine Insurance Company	Baltimore.
1st	26th	Lawrence, A. H	New York.
2d	14th	Leamy, John	Philadelphia.
1st	17th	do	Do.
1st	26th	Leavenworth, Edmund, and others	Derby, Connecticut.
1st	26th	Le Breton, Peter, by executor	Newburyport.
1st	26th	Lee, Henry	Gloucester, Mass.
1st	7th	Lee, Joseph J., and others	Boston.
1st	26th	Leet, G. I. (Portsmouth, Ohio)	Lafayette, Indiana.
1st	26th	Leffingwell & Pierpont	New York.
1st	26th	Leffingwell, William	Do.
1st	26th	Lovell, Jacob	Boston.
1st	26th	Lewis, Edmund	New Bedford.
1st	26th	Lewis, E. E (New Haven)	Naugatuck, Connecticut.
1st	24th	Lewis, Ezra, by administrator	New York.
1st	25th	do	Do.
1st	15th	Lewis, Thomas, & Son, by survivor	Boston.
1st	26th	Lewis, Thomas, by administrator	Derby, Connecticut.
1st	17th	Libby, Daniel	Scarboro', Maine.
1st	26th	do	Do.
1st	26th	Lindley, Joseph, by executor	New York.
1st	30th	Linc, William	Pennsylvania.
1st	19th	Little, Doty	Castine, Maine.
1st	25th	Livingston, P. W	New York.
1st	26th	Lockwood, Eliphalet, by administrator	Norwalk, Connecticut.
1st	26th	Lockwood, William	Do.
1st	26th	Lord, Samuel, by executor	Portsmouth, N. H.
1st	7th	Lorman, William	Baltimore.
1st	16th	do	Do.
1st	26th	do	Do.
1st	26th	Low, John	Kennebunk.
1st	26th	Lowe, Joseph	Portsmouth, N. H.
1st	26th	Ludlow, Daniel	New York.
1st	26th	Ludlow, Thomas, by executor	Do.
1st	26th	Lunt, Abiel, by heirs	Newburyport.
1st	26th	Lunt, Benjamin, jr	Do.
1st	26th	Lunt, Benjamin, sr	Do.
1st	26th	Lunt, George	Do.
1st	26th	Lunt, J. C	Do.
1st	26th	Lunt, Micajah	Do.
1st	26th	Lunt, Thomas	Portsmouth, N. H.
1st	26th	Lyman, Theodore	Boston.
1st	33d	Low, Jacob	
1st	17th	Libby, Jonathan, by executor	Portland.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Laurison, James, and others	Alexandria.
2d	14th	do	Do.
1st	7th	Locky, George	Charleston.
1st	9th	do	Do.
1st	14th	do	Do.
1st	7th	Latham, D	Do.
1st	14th	Lukens, John	Do.
1st	7th	Lowry, William	Baltimore.
1st	7th	Lorman & Fulford, by survivor	Do.
1st	7th	Lawson, Richard	Do.
1st	17th	Lewis, David	Philadelphia.
2d	14th	do	Do.
1st	17th	Large, John	Do.
2d	14th	do	Do.
1st	17th	Latimer, George	Do.
2d	14th	do	Do.
.....	.....	Ladd, Eliphalet, by executor	Portsmouth, N. H.
.....	.....	Lewis, Samuel S	Boston.
.....	.....	Loring, Charles G	Do.
.....	.....	Lewis, Philip B	Marblehead.
.....	.....	Lewis, Edmund	Do.
.....	.....	Long, Nathan	Newburyport.
.....	.....	Lewis, John	Derby, Connecticut.
.....	.....	Lewis, James, by administrator	Do.
.....	.....	Lockwood, William	Norwalk, Connecticut.
.....	.....	Ludlow, Gulian	New York.
.....	.....	Laight, H	Do.
.....	.....	Longstreth, Joshua	Philadelphia.
.....	.....	Lanahan, J. J. W	Baltimore.
.....	.....	Lemmon, Robert	Do.
.....	.....	Lester, John	Do.
.....	.....	Lance, William	Charleston.
1st	7th	Lincoln, Lemuel Louis	New Orleans.
.....	.....	Latham, A. W	Charleston.
1st	23d	Monroe, Henry	Providence, R. I.
1st	23d	Mason, Amasa	Providence.
1st	26th	do	Do.
1st	24th	McCulloch, John, by executor	Philadelphia.
1st	25th	Mussi, Joseph, by heirs	Do.
1st	31st	do	Do.
1st	26th	do	Do.
1st	26th	Marchand, D	Little Rock, Arkansas.
1st	26th	Milbery, William, by his widow	Ovid, Ohio.
1st	18th	Morgan, John (Hartford, Conn.)	New York.
1st	26th	do	Do.
2d	26th	do	Do.
1st	7th	Massi, Joseph, by his widow	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	27th	Massi, Joseph, by his widow.....	Baltimore.
1st	30th	Marchand, L. D	Little Rock, Arkansas.
2d	27th	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	32d	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	28th	.....do.....	Do.
2d	29th	McClintock, John, and twenty others.	Portsmouth, N. H.
1st	31st	.....do.....	Do.
2d	29th	Milligan, John, by executor.....	Montville, Maine.
1st	31st	.....do.....	Do.
2d	29th	Macy, Thomas, and fifty others.....	Nantucket.
1st	32d	.....do.....	Do.
2d	29th	Massy, George, by his widow.....	Baltimore.
1st	7th	Massy, William, by heirs.....	Do.
2d	29th	.....do.....	Do.
2d	29th	Macauley, Patrick, by administrator, (Williamsburg, Va.).....	Do.
2d	29th	Miller, Joseph J., by heirs.....	Philadelphia.
1st	7th	McCreery, Wm., by administratrix..	Baltimore.
2d	29th	.....do.....	Do.
2d	29th	Martin, Jeremiah, by heirs.....	Washington, N. C.
1st	31st	.....do.....	Do.
2d	29th	Miller & Robertson, by executor....	Charleston.
1st	31st	Marrast, John, by heirs. (Greensboro')	Tuscaloosa, Alabama.
1st	31st	Melcher, William, by heirs.....	New Castle, Maine.
1st	31st	Manchester, Isaac, by heirs.....	Bristol, Rhode Island.
1st	31st	Miller, James, by heirs.....	Gordonsville, Virginia.
1st	31st	Morris, J., by administrator.....	
1st	31st	Munikeysen, John, by heirs.....	Baltimore.
1st	31st	Miller, Thomas, by heirs.....	
1st	31st	Moody, George B., and others.....	Bangor, Maine.
1st	26th	McCauley, Alexander, by administrator	Williamsburg, Virginia.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	26th	McCausland, Marcus, by administrator	Baltimore.
1st	31st	.....do.....	Do.
2d	26th	McCandless, Robert, by executor and heirs.....	Do.
1st	31st	.....do.....	Do.
1st	31st	Miller, James R., and others.....	Newbern, Virginia.
1st	24th	Morse, Eliakim, and others	Boston.
1st	31st	.....do.....	Do.
2d	31st	McWilliams, Clara	Fredericksburg, Va.
1st	32d	Macy, Thomas, and fifty others	Nantucket.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	32d	Murray, James B	New York.
1st	34th	Mereen, John F	Phipsburg, Maine.
2d	34th	do	Do.
1st	18th	Mullony, John, by heirs	Philadelphia.
2d	10th	do	Do.
2d	11th	do	Do.
2d	35th	do	Do.
1st	26th	Macauslan, John	Wilmington, N. C.
1st	26th	Macdonald, Alexander	Baltimore.
1st	24th	Mackay, R. C., by administrator	Boston.
1st	26th	do	Do.
1st	30th	Mackay, W., and others	Do.
1st	26th	Mackrider, W. R	Norfolk.
1st	7th	Mactier, Alexander, and others	Baltimore.
1st	17th	do	Do.
1st	16th	do	Do.
1st	26th	do	Do.
1st	26th	Macy, Francis G	Nantucket.
1st	7th	Magruder, Wm. B., & Co., by trustees	Baltimore.
1st	26th	do	Do.
1st	24th	Maine Fire and Marine Insurance Company	Portland.
1st	26th	do	Do.
2d	23d	Makepeace, George, by administrator and heirs	Boston.
1st	7th	Man & Foltz	Charleston.
1st	26th	do	Do.
1st	26th	Manchester, Isaac	Bristol, R. I.
1st	26th	Manning, Thomas, by administrator	Portsmouth, N. H.
1st	26th	March, Nathaniel	Do.
1st	30th	Marchand, Louis....(New Orleans)	Little Rock, Arkansas.
1st	31st	do	Do.
2d	29th	do	Do.
1st	26th	Marine Insurance Company	Baltimore.
1st	26th	do	Boston.
1st	26th	Mark, Jacob, & Co	New York.
1st	26th	Marquand, Joseph, by administrator	Newburyport.
1st	26th	Marr, Samuel	
1st	26th	Marsh, George M., by administrator	Portsmouth, N. H.
2d	25th	Maryland Board of Trade	Baltimore.
1st	26th	Maryland Insurance Companies	Do.
1st	7th	Massachusetts merchants, (repeatedly)	Boston.
1st	26th	Massy, Charles, jr	Philadelphia.
1st	26th	Macy, Joseph	Massachusetts.
1st	26th	Mayer, Charles F., executor of Wm. Cole	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	McAlester, Charles	Philadelphia.
1st	26th	McAlester, Charles, for Pennsylvania Insurance Company	Do.
1st	26th	McCall, Archibald, by administrator	Do.
1st	26th	McCall, Peter, by administrator	Do.
1st	31st	McCandless, Robert and George, by trustees	Baltimore.
1st	26th	McClellen, Arthur	Portland.
1st	31st	McClintock, John, by executor	Portsmouth, N. H.
1st	26th	McClintock, John	Maine.
1st	26th	McClure, Thomas	Bristol, Maine.
1st	26th	McCulloch, John W., by executor	Philadelphia.
1st	26th	McCulloch, Samuel, by executor	Baltimore county.
1st	26th	McEvers, Charles, for New York Insurance Company	New York.
1st	26th	McEvers, Charles	Do.
1st	26th	McEvers & Bache	Do.
1st	7th	McFadon, John, & Co., by survivor	Baltimore.
1st	26th	do	Do.
1st	7th	McFadon, William, & Co., by survivor	Do.
1st	26th	do	Do.
1st	26th	McKean, Robert, by heirs	Philadelphia.
1st	26th	McKensie, Donald	Dumfries, Virginia.
1st	7th	McKim, Alexander	Baltimore.
1st	26th	do	Do.
1st	7th	McKim, John, & Son	Do.
1st	26th	do	Do.
1st	7th	McKim, Robert, by executor	Do.
1st	26th	do	Do.
1st	26th	McPherson, Daniel, by heirs, by widow	Philadelphia.
1st	26th	McQuillan. Hugh	Norfolk.
1st	26th	Meany, John, by asignees	Philadelphia.
1st	26th	Melchor, William, by administrator	New Castle, Maine.
1st	33d	Merchand, Louis, by administrator	Little Rock, Arkansas.
1st	26th	Meredith, Jonathan, trustee of Wm. Taylor	Baltimore.
1st	14th	Merry, Jonathan, by administrator	Boston.
1st	24th	do	Do.
1st	26th	do	Do.
1st	31st	Mille, Thomas, by heirs	
1st	26th	Miller, James	Belfast, Maine.
2d	20th	Miller, James J., by heirs	
1st	31st	do	
2d	14th	Miller, John, jr	Philadelphia.
1st	17th	do	Do.
2d	26th	do	Do.
1st	26th	Miller, Robert	Belfast, Maine.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	17th	Montgomery, William	
2d	14th	do	
1st	17th	Mazarue, V. J.	Philadelphia.
2d	14th	do	Do.
1st	26th	Miller, Samuel	Wiscasset, Maine.
1st	26th	Miller, Simon F	Gloucester, Mass.
1st	26th	Miller, W. J., by attorney	Philadelphia.
1st	31st	Miller & Wells	Baltimore.
2d	29th	Milliken, John	Montville, Maine.
1st	26th	do	Do.
1st	31st	Milliken, Seth, by executor	
1st	26th	Milne, Joseph	Fayetteville, N. C.
1st	26th	Minturn, William, by executor	New York.
1st	26th	Minturn, William	Do.
1st	7th	Messonier, Henry, by executor	Baltimore.
1st	26th	do	Do.
1st	26th	Mitchell, Aaron	Nantucket.
1st	26th	Mitchell, Samuel	Do.
1st	26th	Montgomery, Robert and John, by assignees	Gloucester, Virginia.
1st	26th	Moody, John	Newburyport.
1st	26th	Moody, Joseph	Kennebunk.
1st	26th	Moore, Mary, by administrator	Portsmouth, N. H.
1st	26th	Moore, Thomas Lloyd, by attorney, administrator	Philadelphia.
1st	26th	Morgan, John	Hartford, Connecticut.
1st	28th	do	Do.
1st	26th	Morgan, John	New York.
1st	26th	Morgan & Price	Philadelphia.
1st	26th	Morgan, T. A	Do.
1st	26th	Morrell, Nahum (Kennebunk)	Wells, Maine.
1st	21st	Morris, J	
1st	7th	Morris, Thomas	Charleston.
2d	14th	do	Do.
1st	26th	do	Do.
1st	26th	Morse, Eliakim	Boston.
2d	24th	Morton, Perez, and fifty others	
1st	26th	Muir, William, by administrator	Charleston.
1st	26th	Murray, Hamilton, by administrator	New York.
1st	26th	Mushet, James, by heirs	Brentsville, Virginia.
1st	26th	Myer, Jacob, by heirs	Baltimore.
2d	14th	Myers, Moses	Norfolk.
1st	26th	do	Do.
1st	26th	Marine Insurance Company	Alexandria.
1st	7th	Muir & Boyd	Charleston.
1st	7th	Miller & Robertson	Do.
1st	7th	Muir, Patrick, & Co	Do.
1st	7th	Macdonald, Mrs	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city,
1st	7th	McFarlane	Charleston.
1st	7th	McClure, John	Do.
1st	9th	do	Do.
1st	7th	McClure, Cochran	Do.
1st	14th	do	Do.
1st	7th	Miller, James, & Son	Do.
1st	14th	do	Do.
1st	16th	McKim, Isaac	Baltimore.
1st	16th	McKim, Wm., and Wm. D. McKim	Do.
1st	16th	McKim, Samuel	Do.
1st	16th	Maris, George	Do.
1st	16th	Mayer & Brantz	Do.
1st	7th	McCormick, James, jr	Do.
1st	7th	Massy, William	Do.
1st	7th	Monroe, Jonathan	Do.
1st	7th	Marcau, Jonas	Do.
2d	36th	Montmollin & Notenagle, by survivor	Lexington, Kentucky.
2d	36th	Montgomery, Robert, by heirs	
2d	37th	Michard, Joseph	New York.
1st	16th	McKim, John, jr	Baltimore.
1st	16th	Mathews, William	Do.
1st	16th	McDonald, William	Do.
1st	17th	Murray, A	Philadelphia.
.....	.....	Miller, Samuel	Wiscasset.
.....	.....	Marr, James	Do.
.....	.....	McLellan, Arthur	Portland.
.....	.....	Moore, Samuel	Portsmouth, N. H.
.....	.....	Marsh, Mathew S., by administrator	Do.
.....	.....	Massachusetts Fire and Marine Insurance Company	Boston.
.....	.....	May, Joseph	Do.
.....	.....	Mount, John F	Salem.
.....	.....	Mason, John	Providence.
.....	.....	Murray, John B	New York.
.....	.....	Murray, John R	Do.
.....	.....	Minturn & Champlin	Do.
.....	.....	Minturn, Benjamin G	Do.
.....	.....	McPherson, Ann, as administratrix of Daniel McPherson	Philadelphia.
.....	.....	Miller, William	Do.
.....	.....	McFadon, John	Baltimore.
.....	.....	Mayer, Christian	Do.
.....	.....	Mundell, Henry and James	Port Tobacco, Md.
.....	.....	Myers, John	Norfolk.
.....	.....	Maund, Thomas	Aldie, Virginia.
.....	.....	McKenzie, Donald	Petersburg, Virginia.
1st	7th	Merchants, sundry	Salem.
1st	18th	do	Do.
2d	23d	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	19th	Merchants, sundry	Salem.
1st	24th	do	Do.
1st	28th	do	Do.
1st	7th	do	Alexandria.
2d	14th	do	Do.
1st	15th	do	Do.
1st	18th	do	Do.
2d	23d	do	Do.
2d	24th	do	Do.
1st	7th	do	Baltimore.
1st	15th	do	Do.
1st	16th	do	Do.
1st	18th	do	Do.
2d	23d	do	Do.
2d	25th	do	Do.
1st	7th	do	Portland.
1st	18th	do	Do.
2d	19th	do	Do.
2d	23d	do	Do.
1st	28th	do	Do.
1st	7th	do	Kennebunk, Maine.
1st	18th	do	Do.
2d	20th	do	Do.
1st	7th	do	Philadelphia.
1st	15th	do	Do.
2d	19th	do	Do.
2d	23d	do	Do.
2d	25th	do	Do.
1st	26th	do	Do.
2d	26th	do	Do.
1st	34th	do	Do.
2d	34th	do	Do.
2d	31st	do	Do.
3d	27th	do	Do.
1st	7th	do	Connecticut.
1st	22d	do	Do.
1st	7th	do	Norfolk and Ports'th, Va.
2d	14th	do	Do.
1st	15th	do	Do.
1st	22d	do	Do.
2d	25th	do	Do.
3d	27th	do	Do.
1st	7th	do	Boston.
1st	15th	do	Do.
2d	22d	do	Do.
1st	23d	do	Do.
2d	35th	do	Do.
1st	7th	do	Newburyport.
1st	15th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	14th	Merchants, sundry	Newburyport.
1st	18th	do	Do.
1st	23d	do	Do.
2d	24th	do	Do.
3d	27th	do	Do.
1st	18th	do	Providence.
2d	23d	do	Do.
2d	23d	do	Greensboro', Alabama.
1st	18th	do	New Bedford.
2d	23d	do	Do.
1st	7th	do	Portsmouth, N. H.
1st	15th	do	Do.
2d	9th	do	Do.
1st	15th	do	Do.
1st	24th	do	Do.
2d	24th	do	Do.
3d	27th	do	Do.
1st	18th	do	Do.
1st	7th	do	Norwich, Connecticut.
2d	23d	do	Do.
1st	7th	do	Hartford, Connecticut.
2d	23d	do	Do.
1st	7th	do	New York.
1st	18th	do	Do.
1st	26th	do	Do.
1st	28th	do	Do.
1st	24th	do	Do.
2d	24th	do	Do.
2d	25th	do	Do.
1st	31st	do	Do.
2d	31st	do	Do.
3d	27th	do	Do.
1st	7th	do	Washington, N. C.
1st	18th	do	Do.
2d	23d	do	Do.
1st	7th	do	New Haven, Conn.
1st	18th	do	Do.
1st	31st	do	Do.
2d	23d	do	Do.
1st	7th	do	Massachusetts.
1st	24th	do	Do.
1st	28th	do	Do.
2d	28th	do	Do.
1st	7th	do	Virginia.
1st	18th	do	Do.
2d	24th	do	Do.
3d	27th	do	Do.
1st	28th	do	Maine.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	33d	Merchants, sundry	Maine.
3d	27th	do	Do.
1st	7th	do	Rhode Island.
2d	19th	do	Do.
1st	28th	do	Do.
1st	7th	do	Nantucket.
1st	18th	do	Do.
1st	7th	do	Charleston.
2d	9th	do	Do.
1st	11th	do	Do.
1st	18th	do	Do.
1st	15th	do	Do.
1st	16th	do	Do.
1st	31st	do	Do.
1st	7th	do	Pennsylvania.
1st	18th	do	Do.
1st	26th	do	Do.
1st	28th	do	Do.
1st	33d	do	Do.
3d	27th	do	Do.
1st	31st	do	Do.
1st	7th	do	New Hampshire.
1st	15th	do	Do.
1st	18th	do	Do.
2d	14th	do	Do.
2d	9th	do	Do.
3d	27th	do	Do.
1st	35th	do	Do.
1st	7th	do	New London.
1st	26th	do	Do.
.....	.....	McNeil, Samuel	Charleston.
.....	.....	Muir, Jane, administrator of William	Do.
.....	.....	Meads, Joseph	Louisville, Kentucky.
1st	7th	McPherson, Isaac	Alexandria.
.....	.....	Montmiller, Frederick	Kentucky.
.....	.....	Mullowny, John F	
.....	.....	Muncaster, John	Alexandria.
1st	7th	Macy, Francis	Nantucket.
1st	7th	Mitchell, Obed	Do.
1st	7th	Moncrief, Archibald	Baltimore.
1st	7th	Mckim, Robert and Alexander	Do.
1st	7th	Magruder, William B	Do.
.....	.....	Marine Insurance Company	Philadelphia.
1st	19th	Nicklen & Griffith, by survivor	Philadelphia.
2d	25th	Neth, Lewis, by executor	Annapolis, Maryland.
1st	31st	do	Do.
1st	26th	Neal, James, by administrator	Portland.
2d	25th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Neal, James, by administrator.....	Portland.
1st	26th	Nones, Benjamin, by heirs.....	New York.
1st	29th	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	31st	Norman, Thomas W., by heirs.....	Baltimore.
1st	31st	Nichols, Woodbury J., by heirs.....	
1st	18th	Neal, John, and others.....	Portland.
1st	31st	.....do.....	Do.
1st	18th	New Haven, Connecticut, sundry merchants of.....	New Haven, Conn.
1st	31st	.....do.....	Do.
1st	18th	New York Insurance Company.....	New York.
1st	26th	.....do.....	Do.
1st	26th	Nash, Thomas, by heirs.....	Norfolk.
1st	26th	Neilson, William.....	New York.
2d	29th	Neill, Alexander, executor of Lake Tiernan.....	Baltimore.
1st	26th	Nelson, Jeremiah.....	Boston.
1st	26th	Nesbit & Co.....	
1st	26th	Newell, John.....	Newburyport.
1st	7th	New Hampshire, sundry merchants of.	New Hampshire.
2d	9th	.....do.....	Do.
2d	14th	.....do.....	Do.
1st	15th	.....do.....	Do.
3d	27th	.....do.....	Do.
1st	26th	New London Insurance Company...	New London.
1st	26th	Newman, Samuel, by administrator..	Newburyport.
1st	26th	Newton, George.....	Norfolk, Virginia.
1st	7th	New York city and State, sundry	
1st	26th	merchants of.....	New York.
1st	26th	.....do.....	Do.
1st	26th	Nichols, Ichabod.....	Salem.
1st	26th	Nichols, William.....	Newburyport, Mass.
1st	26th	Nickels, William, by executor.....	Marianna, Florida.
1st	12th	Nickerson, Ebenezer, and others....	
1st	26th	Nones, David B.....	Philadelphia.
1st	26th	Norris, John, by administrator.....	Salem.
1st	17th	North America Insurance Company.	Philadelphia.
1st	24th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	26th	New Haven Insurance Company....	New Haven, Conn.
1st	7th	Norfolk, Va., sundry merchants of..	Norfolk.
2d	14th	.....do.....	Do.
1st	15th	.....do.....	Do.
1st	22d	.....do.....	Do.
3d	27th	.....do.....	Do.
1st	17th	Norris, J. W., by administrator....	Philadelphia.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Nichols, William, by executor.....	Wiscasset.
.....	.....	Nelson, Jeremiah.....	Newburyport.
.....	.....	Nones, A. B.....	New York.
.....	.....	Nichols, Haskins & Co.....	Baltimore.
1st	7th	Nickols, J. B.....	Alexandria.
.....	.....	Negus, John.....	Philadelphia.
.....	.....	Negus, I. Engle.....	Do.
.....	.....	Newport Insurance Company.....	Newport.
2d	29th	O'Brien, Richard, by heirs.....	Pennsylvania.
1st	30th	.....do.....	Do.
1st	31st	.....do.....	Do.
2d	29th	Owings, Nicholas, by heirs.....	
2d	29th	Owings, Beale, by heirs	Baltimore.
1st	26th	Ogden, William.....	New York.
1st	7th	O'Harra, Daniel, and son, by survivor.	Charleston.
1st	9th	.....do.....	Do.
2d	14th	.....do.....	Do.
1st	26th	... .do.....	Do.
1st	26th	Olcott, Samuel	Hartford, Conn.
1st	26th	Oldden, James, by assignee.....	Philadelphia.
1st	16th	Oliver, Robert & John, by survivor..	Baltimore.
1st	26th	.....do.....	Do.
1st	7th	Oliver, Robert, & Brothers, by survivor	Do.
1st	26th	.....do.....	Do.
2d	29th	Owings, Caleb D., and others.....	Maryland.
1st	31st	Owings, Cornelius H.....	Do.
1st	31st	Owings, Sarah R.....	Do.
1st	7th	Ogier, Thomas	Charleston.
1st	9th	.....do.....	Do.
1st	7th	Oliver & Thompson.....	Baltimore.
1st	7th	Ogleby, I., & David Winchester....	Do.
1st	7th	Owings, Beale, of H.....	Do.
1st	7th	O'Harra, Daniel.....	Charleston.
1st	7th	Oliver, Robert.....	Baltimore.
1st	23d	Powell, Levin, by executor.....	Virginia.
1st	23d	Pearson, John, by executor.....	Bangor, Maine.
1st	28th	.....do.....	Do.
2d	24th	Pomeroy, Samuel W., and others....	Cincinnati, Ohio.
1st	26th	.....do.....	Do.
1st	33d	.....do.....	Do.
1st	35th	.....do.....	Do.
1st	31st	Pollock, George, by administrator..	New York.
3d	27th	.....do.....	Do.
2d	29th	Patrick, John, by administrator....	Do.
1st	31st	Prescott, Benjamin, by his widow...	Portsmouth, N. H.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	31st	Pickman, D. L., by executor.....	Salem.
1st	31st	Powell, Thomas, by administrator..	Alexandria.
1st	31st	Pierce, James, by executor	
1st	31st	Potter, John, and others. (Charleston)	Princeton, New Jersey.
1st	31st	Pollard, George, by administrator...	
1st	26th	Page, Samuel, by administrator and heirs.....	Boston.
1st	31st	..... do.....	Do.
1st	14th	Proudfit, John, by heirs.....	Norfolk.
2d	14th	.....do.....	Do.
2d	31st	.....do.....	Do.
1st	32d	Pragar, Adams, by heirs	Philadelphia.
1st	32d	Page, Benjamin, by heirs....(Ohio)	New York.
1st	35th	.....do.....	Do.
2d	35th	.....do.....	Do.
1st	26th	Page, William P.....	Boston.
1st	26th	Penfield, Hiram.....(Chatham)	Middlebury, Conn.
1st	26th	Parry, Martin, by administrator....	Portsmouth, N. H.
1st	26th	Parsons, Thomas.....	Boston.
1st	16th	Patterson, William, & Sons.... ...	Baltimore.
1st	26th	.....do.....	Do.
1st	7th	Patton, James..... ..(Alexandria)	Fredericksburg, Va.
2d	14th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	26th	Patton, Robert	Do.
1st	26th	Paul & Watson, by survivor.....	Philadelphia.
1st	7th	Payson, Henry, and executor of Geo. Sears	Baltimore.
1st	16th	.....do.....	Do.
1st	26th	Peabody & Huntingdon, by survivor.	Norwich, Connecticut.
1st	26th	Peabody, John, by assignee.....	Newburyport.
1st	18th	Peabody, Joseph, and others.....	Salem.
1st	26th	.....do.....	Do.
1st	26th	Peabody, N. P., by heirs.....	Norwich, Connecticut.
1st	26th	Pearce, David, by heirs	Boston.
1st	26th	Pearce, Mathew.....	Philadelphia.
1st	26th	Pearce, William, and others.....	Gloucester, Mass.
1st	26th	Pierson, Amos.....	Newburyport.
1st	23d	Pierson, John, and others.....	Do.
1st	26th	.....do.....	Do.
1st	28th	Pearson, John, by executor.....	Bangor, Maine.
1st	23d	.....do.....	Do.
1st	26th	Pierson, William.....	Gloucester, Mass.
2d	14th	Pennock, William, by administrator.	Norfolk.
1st	26th	.....do.....	Do.
1st	15th	Philadelphia, by sundry merchants..	Philadelphia.
1st	18th	.....do.....	Do.
2d	19th	.....do.....	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Philadelphia, by sundry merchants	Philadelphia.
3d	27th	do	Do.
1st	26th	Philadelphia Insurance Company	Do.
1st	26th	Perkins, Andrew and Joseph	Norwich, Connecticut.
1st	26th	Perkins, James, & Son	Kennebunk.
1st	26th	Perkins, Thomas, by executor	Salem.
1st	26th	Peters & Pond	Boston.
1st	26th	Pettingel, John, by executor	Newburyport.
1st	26th	Pettit & Bayard	Philadelphia.
1st	26th	Pettit, Charles, by administrator	Do.
1st	26th	Petroline, P., by attorney	Do.
2d	14th	Patton & Timley	Alexandria.
1st	26th	Phillips, Cramond & Co	Philadelphia.
1st	26th	Phillips, Thomas, by administrator	Do.
1st	26th	Pickman, D. L	Salem.
1st	31st	Pickman, W. D., by executor	
1st	26th	Pierce, James, by administrator	
1st	26th	Pierce, M. W	Portsmouth, N. H.
1st	26th	Pierce, Nicholas, by heirs	Newburyport.
1st	18th	Pierpont, Hezekiah B., and others	New York.
1st	26th	do	Do.
1st	26th	Pike, Daniel	Newburyport, Mass.
1st	26th	Pike, Joseph S	Newburyport.
1st	26th	Pike, Richard	Do.
1st	26th	Pingree, David, by executor	Salem.
1st	26th	Plumer, David	Gloucester, Mass.
1st	26th	Plumer, Joshua	Portland.
1st	26th	Plumer, Joshua	Scarboro', Mass.
1st	26th	Plumstead, George, by administrator	Philadelphia.
1st	31st	Pollard, Carlisle, by assignees	New York.
3d	27th	Pollock, George, by executor	New Orleans.
1st	26th	Pollock, Hugh, by assignee	Philadelphia.
1st	31st	Porter, John, and others	
1st	26th	Pote, Greenleaf, by administrator	Freeport, Maine.
1st	26th	Potter, Barret	Portland.
1st	7th	Potter, John, of South Carolina	Princeton, New Jersey.
1st	9th	do	Do.
2d	14th	do	Do.
1st	26th	do	Do.
1st	26th	Pragers, Mark, & Co., by assignee	Philadelphia.
1st	26th	Pratt, brig, owners of	
1st	17th	Pratt, Henry	Do.
2d	14th	do	Do.
1st	26th	do	Do.
1st	26th	Price, James, by executor	Clarksville, Tennessee.
1st	26th	Price, James	Baltimore, Maryland.
1st	26th	Price, Risdon H. (Mine au Breton, Mo.)	Staunton, Virginia.
1st	7th	Priestman, William, by administrator	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Priestman, William, by administrator	Baltimore.
1st	26th	Prince, James, by executor	Newburyport, Mass.
1st	26th	Prince, James	Newburyport.
1st	26th	Pringle, Mark, by executor	Baltimore.
1st	32d	Page, H. E	Ohio.
1st	33d	Pomeroy, S. W	Cincinnati, Ohio.
2d	35th	do	Do.
1st	7th	Potts, John	Alexandria.
2d	7th	do	Do.
1st	10th	do	Do.
1st	17th	Plumer, Jeremiah	Portland.
1st	7th	Price, John	Charleston.
1st	9th	do	Do.
1st	7th	Price, William	Do.
2d	14th	do	Do.
1st	16th	Poultney, Thomas	Baltimore.
1st	7th	Pascault, Lewis	Do.
2d	14th	Perott, Elliason and John	Philadelphia.
1st	17th	do	Do.
1st	16th	Partridge, John	
1st	16th	Patterson, Robert	Baltimore.
1st	16th	Partridge, James	
1st	17th	Pettit, Archibald	Philadelphia.
.....	.....	Pickering, Jacob S., by executor	Portsmouth, N. H.
.....	.....	Pearson, John S	Newburyport.
.....	.....	Pierce, Jacob W	Do.
.....	.....	Patch, Joseph	Do.
.....	.....	Plumer, Addison	Gloucester, Mass.
.....	.....	Providence Insurance Company	Providence.
.....	.....	Perkins, Joseph	Norwich, Connecticut.
.....	.....	Pollock, Hugh	New York.
.....	.....	Pennsylvania Insurance Company	Philadelphia.
.....	.....	Price, Chandler, by administrator	Do.
.....	.....	Paul, James	Do.
.....	.....	Priestman, Thomas	Baltimore.
.....	.....	Pearce, C. R	Do.
.....	.....	Pottinger, Thomas B	Washington, D. C.
1st	7th	Patton, John, and James Dykes	Alexandria.
2d	14th	do	Do.
1st	7th	Powell, Cuthbert	Do.
.....	.....	Patterson, Ida	New Orleans.
.....	.....	Page, Ambrose S	New York.
1st	7th	Patrick, Muir	Charleston.
1st	32d	Page, Benjamin, and others	Sycamore, Illinois.
1st	7th	Phelps, Stiles	New London, Conn
1st	7th	Pendleton, Charles	Do.
.....	.....	Parrot, Elliston and John	Philadelphia.
.....	.....	Phœnix Insurance Company	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	20th	Riley, James, and others	
2d	25th	Roberts, Robert	
1st	26th	do	
2d	28th	Ropes, Benjamin	New Hampshire.
1st	31st	Rotch, William, by executor	New Bedford.
2d	29th	do	Do.
2d	29th	Rutter, Thomas, by heirs	Baltimore.
1st	31st	do	Do.
1st	26th	Rutter & Etting, by survivor	Do.
2d	29th	do	Do.
1st	31st	do	Do.
1st	26th	Respass, Wm., by heirs and attorney	Mathews C. H., Va.
2d	29th	do	Do.
1st	31st	do	Do.
2d	29th	Ross, John, by heirs	Baltimore.
1st	31st	do	Do.
2d	29th	Rosset, D. D	New York.
2d	29th	Ross, William, by heirs	Washington, N. C.
1st	31st	Ricketson, Daniel, & Son	New Bedford.
1st	26th	do	Do.
1st	31st	Russell, John W., by administrator	
1st	31st	Ring, Thomas, by his widow	Baltimore.
1st	31st	Robinson, Jonathan, by heirs	Gloucester, Mass.
1st	7th	Ramsay, John, by administrator	Alexandria.
2d	14th	do	Do.
1st	31st	do	Do.
2d	14th	Rogers, Mary G. H	
1st	31st	do	
1st	26th	Rogers, Philip, by heirs	Baltimore.
1st	31st	do	Do.
1st	31st	Rogers, Elizabeth	Augusta, Georgia.
1st	31st	Redgrave, J., and others	
1st	31st	Rogers, Ebenezer P	Do.
1st	26th	Riley, Justus, by heirs (Hartford)	Wethersfield, Conn.
1st	31st	do	Do.
1st	32d	Rangeley, James	Maryland.
1st	33d	Rathbone, Thomas W	Amelia, Ohio.
1st	34th	Reinoudt, Peter	Philadelphia.
2d	34th	do	Do.
1st	26th	Ramsay, John, by administrator	Alexandria.
1st	26th	Rand, Edward S	Newburyport.
1st	26th	Reed, William, & Co., by survivor	Philadelphia.
2d	14th	Reed, William	Do.
1st	17th	do	Do.
1st	31st	Redgen, J., and others	
1st	26th	Reinouldt, George	Do.
1st	7th	Repold, George, by representative, administrator	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Repold, George, by representative, administrator	Baltimore.
1st	26th	Rhinelander, William, by executor	New York.
1st	26th	Rhinelander, Hartshorne & Co	Do.
1st	28th	Rhode Island Insurance Companies	Rhode Island.
2d	19th	do	Do.
1st	26th	Ricketson, Joseph	New Bedford.
1st	26th	Riston, Thomas, by heirs	
1st	26th	Robb, John, by executors	Baltimore.
1st	26th	Robinson, Franklin & Co., by attorney	New York.
1st	26th	Robinson, Jonathan, jr	Gloucester, Mass.
1st	26th	Robinson, William, jr	Baldwinsville, N. Y.
1st	26th	Rockwell, Charles	Norwich, Connecticut.
1st	26th	Rogers, Ann, administratrix of N. Cruger	New York.
1st	26th	Rodman, Samuel	New Bedford.
1st	26th	Rogers, James	
1st	26th	Rogers, Joseph, by heirs	Newport.
1st	26th	Rogers, N., & J. Bell	New York.
1st	26th	Rogers, S. G	Gloucester, Mass.
1st	26th	Rollins, James	South Berwick, Maine.
1st	26th	Rollins, James	Do.
1st	15th	Rollins, John	Do.
1st	26th	Rollins, John, by administrator	Somersworth, N. H.
1st	26th	Rollins, John James, by attorney	Do.
2d	11th	Ross, John, and others	Baltimore.
1st	26th	Ross, John, by administrator. (Washington, N. C.)	Louisville, Kentucky.
1st	26th	Ross, John	Baltimore, Maryland.
2d	29th	Ross & Surrison, by assignee	Philadelphia.
2d	29th	Rotch, William, & William Handy	New Bedford.
1st	26th	Rotch, William, jr	Do.
1st	31st	do	Do.
1st	31st	Russell, John, by administrator, guardian	Salem.
1st	26th	Russell, Seth, and Son	New Bedford.
1st	26th	Rutgers, N. G	New York.
2d	14th	Ricketts & Newton, by survivor	Alexandria.
1st	7th	Russell, Nathaniel	Charleston.
1st	9th	do	Do.
1st	7th	Rouse, Lewis	Do.
1st	7th	Ridgely, Nicholas G	Baltimore.
1st	7th	Robb, William, by assignees	Do.
1st	7th	Robinson, William	Do.
1st	7th	Rogers & Owings, by survivor	Do.
1st	26th	do	Do.
.....	.....	Ried, William	Portsmouth, N. H.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Rodman, Samuel	Boston.
.....	.....	Richmond, John W	Providence.
.....	.....	Rogers, James	Newport.
.....	.....	Roosevelt, James I	New York.
.....	.....	Robinson & Hartshorne, by survivor	Do.
.....	.....	Rogers, N	Do.
.....	.....	Remsen, Henry	Do.
.....	.....	Rhinelander	Do.
.....	.....	Robinson, George W	Baldwinsville, N. Y.
.....	.....	Rose, David	Philadelphia.
.....	.....	Raborg, Mary, administratrix of Conrad Eiselen	Do.
.....	.....	Riddle, James	New Castle, Delaware.
1st	7th	Ricketts, John Thomas	Alexandria.
1st	7th	Ross, William	Washington, N. C.
1st	7th	Robinson, William	Do.
1st	7th	Rhodes, Fenner	Do.
1st	7th	Rhodes, William	Do.
2d	19th	Sheafe, Thomas, and others	Portsmouth, N. H.
1st	31st	do	Do.
1st	26th	do	Do.
2d	19th	Springer, William, by executor and others	Hallowell, Maine.
1st	21st	Shaw, Thomas M., by heirs	Portsmouth, N. H.
1st	26th	do	Do.
1st	31st	do	Do.
1st	22d	Scranton, John	Guilford, Connecticut.
2d	25th	do	Do.
1st	26th	do	Do.
2d	22d	Simpson, Samuel	Washington, N. C.
1st	26th	do	Do.
1st	7th	Stewart, James, by his widow	Baltimore.
2d	23d	do	Do.
1st	26th	Simkins, Covington, by administrator	Johnsontown, Virginia.
2d	24th	do	Do.
2d	29th	do	Do.
1st	31st	do	Do.
1st	26th	Skinner, John, by executor	Boston.
3d	27th	Smith, William	Boston, Massachusetts.
1st	28th	Stanwood, William, by heirs	Brunswick, Maine.
1st	29th	Seamen & Rind, by administrator, by survivor	New York.
1st	26th	Smith, Robert, by executor	Philadelphia.
1st	31st	do	Do.
2d	29th	do	Do.
2d	29th	Stouffer, Henry, by heirs	Baltimore.
1st	26th	Stouffer & Closs, by survivor	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	29th	Stouffer & Closs, by survivor	Baltimore.
2d	29th	Smith, Samuel, by heirs	
2d	29th	Sebor, Jacob	Middletown, Conn.
2d	29th	Smith, Thomas, by heirs	Alexandria.
1st	7th	Stewart, Archibald, by executor	Baltimore.
1st	17th	do	Do.
1st	26th	Stone, Seman, by administrator	Derby, Connecticut.
1st	31st	do	Do.
2d	29th	do	Do.
1st	26th	Savage, Timothy, and others	Middletown, Conn.
1st	31st	do	Do.
2d	29th	do	Do.
1st	30th	Smith, Robert, by executor to William Smith	Baltimore.
1st	31st	Saywood, Joseph	Gloucester, Mass.
1st	26th	do	Do.
1st	31st	Savage, Henry B	Middletown, Conn.
1st	31st	Snow, Benjamin, by his widow	Norwich, Connecticut.
1st	31st	Storer, John, by heirs	Wells, Maine.
1st	31st	Stewart & Barr, by executors	Philadelphia.
2d	14th	Swift, Ann P., widow of J. Swift	Alexandria.
1st	31st	do	Do.
1st	31st	Skyren, John, by heirs	Philadelphia.
1st	31st	Simpson, John, by heirs	
1st	26th	Sontag, William L., & Co	Philadelphia.
1st	31st	do	Do.
1st	26th	Seavy, William, by executrix	Portsmouth, N. H.
1st	31st	do	Do.
1st	34th	do	Do.
2d	34th	do	Do.
1st	26th	Skipwith, Fulwar	Baton Rouge, Louisiana.
1st	31st	do	Do.
1st	34th	do	Do.
1st	26th	Sasportas, Abraham, by his widow	New York.
2d	31st	do	Do.
1st	32d	Sage, Ebenezer, by heirs	Middletown, Conn.
1st	33d	Sontag, Charles, and others	Philadelphia.
1st	26th	Sears, George, by executor	Baltimore.
1st	26th	Sadler, Henry, & Co., by survivor	New York.
1st	26th	Salmon, George, by executor	
1st	26th	Saltus, Francis	Do.
1st	26th	Saltus, Solomon	Do.
1st	26th	Saltus, Son & Co., by survivor	Do.
1st	26th	Sands, Joshua	Do.
1st	26th	Sands, Comfort	Do.
1st	26th	Sands, Joseph	Do.
1st	26th	Sanford, Thomas (Hartford, Conn.)	Augusta, Georgia.
1st	26th	Sanford, Thomas, by attorney	Hartford, Conn.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
2d	24th	Sarazin, Bartholomew	
1st	24th	Sargent, Daniel	Boston.
1st	26th	do	Do.
1st	26th	Sargent, Winthrop	Gloucester, Mass.
1st	26th	Savage & Dugan, by survivor	Philadelphia.
1st	26th	Savoury, Moses, by assignee	Newburyport.
1st	18th	Shefflin, Jacob, & Son	
1st	7th	Shult, C. C., by heirs	Charleston.
1st	14th	do	Do.
1st	26th	do	Do.
1st	26th	Scott, Charles I., by executor	Boston.
1st	7th	Schwartze, August I	Baltimore.
1st	26th	do	Do.
1st	26th	Seamen, Benjamin & Co	New York.
1st	26th	Seamen, John E., by representative	Do.
1st	26th	Serross, Jacob, by administrator	Philadelphia.
1st	31st	Searcy, William, by administrator	Portsmouth, N. H.
1st	26th	Seaward, John H	Do.
1st	7th	Seekamp, Albert, by administrator	Baltimore.
1st	26th	do	Portsmouth, N. H.
1st	26th	Shapley, Ann, by assignees, administratrix	Do.
1st	26th	Shapley, Reuben	Do.
1st	26th	Shapley, James, by executor	Do.
1st	26th	Sheafe, Jacob, by executor	Do.
1st	26th	Sheafe, James, by executor	Do.
1st	26th	Sheafe, John H	Do.
1st	26th	Sheafe, Joseph, by executor	Do.
1st	26th	Sheafe, Samuel	Do.
1st	26th	Sheafe, W. M	Do.
1st	26th	Sheafe, William	Do.
1st	26th	Sheffield, Aaron, by attorney	Providence.
1st	31st	Shoemaker, Eli, by heirs	Philadelphia.
1st	26th	Silsbee, Z. F	Salem.
1st	26th	Simes, Mark, by executor	Portsmouth, N. H.
1st	26th	Sims, Joseph	Philadelphia.
1st	26th	Sims, Woodrup & Joseph	Do.
1st	31st	Simpson, John, & William Ross	
1st	26th	Skinner, John, & Son, by survivor	Boston.
1st	26th	Skinner, Richard	Do.
1st	31st	Skipwith, G. G., and others	Baton Rouge, La.
1st	26th	Smith, Abigail P	Gloucester, Mass.
1st	26th	Smith, Benjamin, and others	Boston.
1st	26th	Smith, Charles	Gloucester, Mass.
1st	26th	Smith, Daniel	Philadelphia.
1st	7th	Smith, Desaussure & Darrel	Charleston.
1st	14th	do	Do.
1st	26th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	26th	Smith, Erastus	Chatham, Conn.
2d	14th	Smith, Francis	Norfolk, Va.
1st	26th	do	Do.
1st	26th	Smith, Isaac, by Francis H. Smith	Baltimore.
1st	26th	Smith, Job, by attorney	Do.
1st	26th	Smith, John, by executor	Philadelphia.
1st	26th	Smith, John, by agent (Hartford, Conn.)	Augusta, Georgia.
1st	26th	Smith, John C., as assignee of Rob't Walm	Philadelphia.
1st	26th	Smith, John, by administrator	Beaufort, N. C.
2d	29th	Smith, John Spear	Philadelphia.
1st	26th	Smith, Joseph, jr	Gloucester, Mass.
1st	14th	Smith, Josiah, by executor	Alexandria.
1st	26th	do	Do.
1st	26th	Smith, Josiah	Newburyport, Mass.
1st	26th	Smith, Kenderton	Philadelphia.
1st	26th	Smith, Mursden	Norfolk.
1st	26th	Smith, Nathaniel	Boston.
1st	26th	Smith, Paca	Havre de Grace, Md.
1st	26th	Smith, Pachal N., by executor	New York.
1st	26th	Smith, Robert, assignee of James Yard	Philadelphia.
2d	14th	Smith, Robert & Co., by survivor	Do.
1st	17th	do	Do.
1st	26th	do	Do.
1st	7th	Smith, Thorogood, by trustee	Baltimore.
1st	26th	do	Do.
1st	26th	Smith, William	Boston.
1st	26th	Smith, William, by executor	Baltimore.
1st	26th	Smith & Wood, by survivor	Philadelphia.
1st	28th	Snider, Jacob, for John Vaughan	Do.
1st	7th	South Carolina, sundry merchants	Charleston.
2d	9th	do	Do.
1st	15th	do	Do.
1st	16th	do	Do.
1st	26th	Southgate, John, administrator of McCaustand (Norfolk)	Baltimore.
1st	26th	Southgate, Wright	Norfolk.
1st	26th	Sprague, Margaret, by executrix	Salem.
1st	26th	Spring, Setto	Portland.
1st	26th	Sproul, William	Bristol, Maine.
1st	26th	Steavens, Sarah W., by executrix	Salem.
1st	26th	Steinmetz, Daniel, by heirs	Philadelphia.
1st	26th	Stephens, Wheelright	Kennebunk.
1st	26th	Stephens, Samuel	Gloucester, Mass.
1st	26th	Stephens, Zachariah	Do.
1st	26th	Stewart, Ann, by heirs of Jas. Stewart.	New York.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	7th	Stewart, David & Sons, by trustees.	Baltimore.
1st	26th	.....do.....	Do.
2d	29th	Stewart, George H., administrator of Hugh Thompson.....	Do.
1st	24th	Stocker, Ebenezer, by administrator.	Newburyport.
1st	26th	.....do.....	Do.
1st	26th	Stokes, William, by administrator..	Philadelphia.
1st	26th	Stone, Isaac.....	Newburyport.
1st	26th	Stone, Jonathan	Kennebunk.
1st	26th	Stone, Samuel B.....	Newburyport.
1st	26th	Storer, Woodbury, and others. (Portland)	Portsmouth, N. H.
1st	26th	Stott, Ebenezer & Co., by survivor..	Petersburg, Va.
1st	26th	Strong, Robert	Salem, Mass.
1st	26th	Summerl, Joseph, by administrator..	Philadelphia.
2d	14th	.....do.....	Do.
2d	15th	Summerl & Brown, ...	Do.
2d	14th	... .do.....	Do.
1st	26th	Summers, Andrew, by assignee....	Do.
1st	26th	Sumner, Ebenezer.....	Newburyport.
1st	26th	Swain, Elizabeth, by attorney.....	Do.
1st	26th	Sweetzer, S.....	Do.
1st	15th	Salem, by sundry merchants.....	Salem.
1st	32d	Starkweather, D. A.....	Ohio.
2d	14th	Swift, I., by his widow.....	Alexandria.
1st	14th	Stone, Daniel.....	Norfolk.
2d	14th	.....do.....	Do.
1st	7th	Simmons, Francis, by John Lloyd, jr..	Charleston.
1st	7th	Simons, Keating.....	Do.
1st	9th	.....do.....	Do.
1st	14th	.....do.....	Do.
1st	7th	Somersell, William.....	Do.
1st	9th	.....do.....	Do.
1st	7th	Smith, Josiah & Co.....	Do.
1st	7th	Stewart, T.....	Do.
1st	7th	Stromer, H. W.....	Do.
1st	9th	Smith, William.....	Do.
1st	7th	Stricker, John.....	Baltimore.
1st	16th	.....do.....	Do.
1st	7th	Sommerville, James.....	Do.
1st	7th	Schroeder, Henry.....	Do.
1st	7th	Smith, Thorogood & Isaac.....	Do.
2d	36th	Sinclair, John, by his widow.....	New York.
2d	14th	Smith, James.....	Philadelphia.
1st	17th	.....do.....	Do.
2d	14th	Savage, John.....	Do.
1st	17th	.....do.....	Do.
.....	.....	Storrer, John.....	Kennebunk.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
.....	.....	Stocker, Ebenezer, by administrator	Boston.
.....	.....	Snelling, N. G.	Do.
.....	.....	Shepard, Michi	Salem.
.....	.....	Salem Marine Insurance Company	Do.
.....	.....	Sprague, Joseph	Do.
.....	.....	Sprague, Joseph, as attorney	Do.
.....	.....	Steaves, William, by his widow	Do.
.....	.....	Stone, Ebenezer	Newburyport.
.....	.....	Sumner, John	Do.
.....	.....	Stanwood, Abel	Do.
.....	.....	Smith, Nathaniel	Do.
.....	.....	Shuaton, Elizabeth	Do.
.....	.....	Stewart, James	Philadelphia.
.....	.....	Sedgwick, R	New York.
.....	.....	Salger, Jacob	Philadelphia.
.....	.....	Smith, Edward	Do.
.....	.....	Steinmetz, John	Do.
.....	.....	Smith, Stevenson	Do.
.....	.....	Schaeffer, Elizabeth	Baltimore.
.....	.....	Sterett, Samuel	Do.
.....	.....	Smith, Hugh	Alexandria.
.....	.....	Stoney, John	Charleston.
.....	.....	Schutt, John G	Do.
.....	.....	Smith, Josiah	Do.
.....	.....	Schultz, Charles	Cincinnati, Ohio.
.....	.....	Smith, John, by administrator	Norfolk.
1st	7th	Slacum, George	Alexandria.
.....	.....	Stump, John W.	Maryland.
1st	7th	Suan, P.	Charleston.
1st	7th	Smith, Benjamin	Nantucket.
1st	7th	Stanton, Ebenezer	Do.
1st	7th	Simpson, John	Washington, N. C.
1st	7th	Smith, John	Do.
1st	7th	Smith, Thomas	Do.
1st	7th	Smith, Lambert	Baltimore.
1st	7th	Sears, George	Do.
1st	7th	Taylor, George, by heirs	Washington, D. C.
1st	18th	.....do	Do.
2d	11th	.....do	Do.
2d	20th	.....do	Do.
1st	22d	.....do	Do.
1st	22d	Townsend, Moses, by executor	Salem.
2d	29th	.....do	Do.
2d	24th	Tallman, Peleg	Bath, Maine.
1st	16th	.....do	Do.
2d	27th	Torry, Charles F	Boston.
1st	25th	Thomas, John, and others	Massachusetts.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Names of memorialists.	State or city.
1st	28th	Thomas, John, and others	Massachusetts.
1st	28th	Tappan, Richard, by heirs	
1st	26th	Tilton, Stephen, by heirs	Boston.
2d	29th	do	Do.
2d	29th	Townsend, John K., and others	New York.
1st	26th	Thruston, John, by executor, (Norwich, Connecticut.)	Do.
2d	29th	do	Do.
1st	26th	Tucker, Gideon, and others	Salem.
2d	27th	do	Do.
1st	31st	do	Do.
2d	29th	do	Do.
1st	26th	Thordike, Israel, by executor	Boston.
1st	7th	Thompson, Hugh, by administrator	Baltimore.
1st	16th	do	Do.
2d	29th	do	Do.
1st	16th	Tiernan, Luke, by executor	Do.
1st	26th	do	Do.
2d	29th	do	Do.
1st	31st	Taylor, Lemuel, by trustee	Do.
1st	31st	Tittermary, Richard, by heirs	Philadelphia.
1st	31st	Taft, William S	
2d	14th	Truxton, Thomas, by heirs	Do.
1st	17th	do	Do.
1st	33d	do	Do.
1st	7th	Taylor, William, by trustee	Baltimore.
1st	26th	do	Do.
1st	10th	Tabn, Constant, and others	
1st	26th	Taggart, John	Baltimore County.
2d	19th	Talbot, Jesse	Baltimore.
1st	26th	Talbot, William	Providence.
1st	31st	Taylor, Samuel	
1st	26th	Teasdale, Richard	Charleston.
1st	26th	Tellott, Jeremiah, by executor	Baltimore.
1st	7th	Thompson & Dickey, by survivor	Do.
1st	26th	do	Do.
1st	26th	Thompson, William H., by administrator	Norfolk.
1st	26th	Thorburn, James	Do.
3d	25th	Thorburn, James, by trustee	Do.
1st	26th	Tilton, Daniel, & Sons	Maryland.
1st	26th	Tinkham, Seth	New York.
1st	26th	Tisdale, James, by administrator	Boston.
1st	26th	Tittermary, Robert, & Son	Philadelphia.
1st	26th	Titus, John	New York.
1st	26th	Tibbitts, Elisha	Do.
1st	26th	Todd, Francis, by executor	Newburyport.
1st	26th	Todd, Jeremy, by executor	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	26th	Todd, Robert M.	Gloucester, Mass.
1st	26th	Tom, of Hoyt & Tom	New York.
1st	26th	Tomlinson, David, by attorney	New Haven, Conn.
1st	26th	Tomlinson, Peter. by administrator and others	Derby, Connecticut.
1st	26th	Toppan, Edward, executor of Josiah Smith	Newburyport.
1st	28th	Toppan, Richard, and William Stanwood	Brunswick, Maine.
1st	26th	Toppan, S	Newburyport.
1st	26th	Torry, George	Newport.
1st	26th	Torry, William T	Do.
1st	26th	Totten, G., for New Haven Insurance Company	New Haven, Conn.
1st	26th	Touro, Abraham, by executor	Boston.
1st	26th	Townsend, John A	New York.
1st	26th	Townsend, M	Salem.
1st	26th	Tredick, Henry, jr	Portsmouth, N. H.
1st	31st	Tucker, Catherine, heir of F. W. Geyer	Boston.
1st	26th	Tucker, Richard D	Do.
1st	7th	Tunno, Adam	Charleston.
2d	14th	do	Do.
1st	26th	do	Do.
1st	7th	Tunno & Cox, and others	Do.
1st	14th	do	Do.
1st	26th	do	Do.
1st	7th	Tunno, Thomas	Do.
1st	9th	do	Do.
1st	14th	do	Do.
1st	18th	do	Do.
1st	26th	do	Do.
1st	26th	Tyson, Jesse	Baltimore.
2d	14th	Taylor, Francis P	Norfolk.
1st	14th	do	Do.
2d	14th	Taylor, J., by administrator	Alexandria.
2d	14th	Thomson & Veitch, by survivor	Do.
1st	7th	Teasdale, John, by administrator	Charleston.
1st	9th	do	Do.
2d	14th	do	Do.
1st	7th	Theus, James	Do.
1st	7th	Teasdale, Isaac	Do.
1st	7th	Tiddy, William	Do.
1st	7th	Tunno, William	Do.
1st	14th	do	Do.
1st	7th	Tunno, P. A	Do.
1st	14th	do	Do.
1st	7th	Tunno & Price, by survivor	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	14th	Tunno & Price, by survivor	Charleston.
1st	16th	Thompson, Henry	Baltimore.
1st	16th	Torrance, Charles	Do.
1st	16th	Tyson, Isaac	Do.
1st	7th	Tenant, Thomas	Do.
1st	16th	do	Do.
.....	.....	Tredick, Benjamin T	Portsmouth, N. H.
.....	.....	Tyler, John S	Boston.
.....	.....	Tilton, Stephen	Newburyport.
.....	.....	Todd, John	Do.
.....	.....	Talcott, William (Augusta, Georgia)	Hartford, Conn.
.....	.....	Tomlinson, Russel, by administrator	Derby, Conn.
.....	.....	Tinkham, Joseph	New York.
.....	.....	Thompson, Eliza, executrix of John Smith	Philadelphia.
.....	.....	Tittermany, Robert, & Son, by survivor	Do.
.....	.....	Tyson, Thomas	Baltimore.
.....	.....	Tilton, Daniel	Maryland.
.....	.....	Thompson. William, by administrator	Alexandria.
1st	7th	Thompson, Jonah	Do.
.....	.....	Trump, John W	Bustleton, Pa.
.....	.....	Thompson, Ambrose W	Philadelphia.
.....	.....	Taylor, R. A	Alexandria.
1st	19th	United Insurance Company	New York.
1st	26th	United States Insurance Company	Philadelphia.
3d	27th	do	Do.
.....	.....	Union Insurance Company	Do.
1st	18th	Van Noorden, Hadrianus	Greenville, N. C.
2d	19th	do	Do.
2d	24th	Vowell, Thomas, by administrator	Alexandria.
1st	31st	do	Do.
1st	28th	Vaughan, John, by Jacob Snyder	Philadelphia.
1st	28th	Vanuxem, James, by administrator, (Abington, Pennsylvania)	Do.
2d	29th	do	Do.
1st	31st	do	Do.
1st	26th	do	Do.
1st	7th	Van Wyck, William, by executor	Baltimore.
1st	26th	do	Do.
2d	29th	do	Do.
1st	26th	Vernon, Samuel, by executor	Newport.
2d	29th	do	Do.
2d	29th	Vernon, William, by executor	Do.
1st	31st	do	Do.
1st	26th	Vowell, John C	Alexandria.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	31st	Vowell, John C	Alexandria.
1st	26th	Vasse, Ambrose	Philadelphia.
1st	33d	do	Do.
2d	33d	Veith, Richard	Alexandria.
1st	7th	Valk & Co., by trustee	Baltimore.
1st	26th	do	Do.
2d	24th	Van Gover, administrator of John M. Burt	Norfolk.
2d	24th	Van Horne & Clarkson	New York.
1st	26th	Van Horne, Garret	Do.
1st	26th	Van Horne, James P	Do.
1st	26th	Vanuxem & Clark	(Philadelphia,) N. York.
1st	15th	Vermilyea, Thomas	New York.
1st	24th	do	Do.
1st	26th	Vernon, William, and others	Boston, Mass.
1st	31st	do	Do.
1st	26th	Verplank, Gulian	New York.
1st	26th	Verplank, Johnson	Do.
1st	26th	Vickery, J (Norfolk.)	Do.
1st	26th	Vickery, Samuel	Norfolk.
1st	7th	Virginia, sundry merchants of	Virginia.
1st	7th	Portsmouth, sundry merchants of	Do.
1st	7th	Norfolk, sundry merchants of	Do.
2d	14th	do	Do.
1st	15th	do	Do.
1st	22d	do	Do.
1st	22d	Norfolk and Portsmouth, sundry merchants of	Do.
3d	27th	do	Do.
1st	31st	Vochez, John B	Baltimore.
1st	26th	Von Kapff & Anspach	Do.
1st	26th	Von Kapff, B. J., trustee of R. C. Boislandry	Do.
1st	14th	Vowell, John and Thomas	Alexandria.
2d	14th	do	Do.
1st	26th	do	Do.
1st	14th	Veale, George	Do.
2d	14th	do	Do.
1st	7th	Von Kapff, Anspach & Brune	Baltimore.
.....	.....	Van Wyck, John C	Do.
.....	.....	Vowell, J. & T	Alexandria.
1st	7th	Valk, Adreon	Baltimore.
1st	7th	Williams, James, by executor	Do.
1st	16th	do	Do.
1st	19th	do	Do.
2d	19th	do	Do.
2d	20th	do	Do.
3d	27th	do	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	24th	Walley, Thomas, by administrator..	Boston.
1st	22d	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	7th	Williams, John, by heirs.....	Do.
2d	25th	.....do.....	Do.
1st	26th	.....do.....	Do.
1st	7th	Wilson, Wilson, by administrator...	Alexandria.
2d	7th	.....do.....	Do.
1st	10th	.....do.....	Do.
1st	16th	.....do.....	Do.
1st	30th	.....do.....	Do.
2d	27th	.....do.....	Do.
2d	27th	Williams, James, by administrator..	Annapolis, Md.
1st	31st	.....do.....	Do.
3d	27th	Wheelright, Ebenezer, and others...	Newburyport.
2d	29th	Williams, John, by his widow.....	New Lisbon, Ohio.
1st	26th	Wardrobe, John, by heirs.....	Concord, N. H.
1st	31st	.....do.....	Do.
2d	29th	.....do.....	Do.
2d	29th	Woodbury, Samuel, by administrator.	
1st	26th	White, Gilman, by heirs.....	Newburyport.
2d	29th	.....do.....	Do.
1st	7th	Warfield, George F., and others....	Baltimore.
1st	31st	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	26th	Whitesides, Peter, by his widow....	Kemberton, Penn.
1st	31st	.....do.....	Do.
2d	14th	Whittle, Conway, by administrator..	Norfolk.
2d	29th	.....do.....	Do.
1st	7th	White, Joseph, by heirs.....	Salem.
1st	26th	.....do.....	Do.
2d	29th	.....do.....	Do.
1st	26th	Wilson, Alexander, by administrator.	Norfolk.
1st	30th	.....do.....	Do.
1st	30th	Walker, Robert, by heirs.....	Fredericksburg, Va
1st	31st	.....do.....	Do.
1st	31st	Warfield, William and William H..	Baltimore county.
1st	26th	Walker, Daniel, by heirs.....	Kennebunk.
1st	31st	.....do.....	Do.
2d	14th	Wattles, Nathaniel.....	Alexandria.
1st	26th	.....do.....	Do.
1st	31st	.....do.....	Do.
1st	26th	Wilson, David, by heirs.....	Baltimore.
1st	31st	.....do.....	Do.
1st	31st	Wright, Henry Allen.....	New York.
1st	7th	Walker, Samuel P., by his widow...	Baltimore.
1st	31st	.....do.....	Do.
1st	31st	Wells & Miller.....	Do.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	33d	White, Henry, by heirs	
1st	35th	Wild, Daniel, by heirs	Boston.
1st	26th	Warren Marine Insurance Company	Warren, Rhode Island.
2d	14th	Wacksmuth, I. G., by executor	Philadelphia.
1st	17th	do	Do.
1st	26th	do	Do.
1st	26th	Waesche, Frederick, administrator of George Repold	Baltimore.
1st	21st	Waff, Thomas, administrator of Stephen Carpenter	Edenton, N. C.
1st	26th	do	Do.
1st	8th	Wait, John	Maine.
1st	24th	Waldo, W. T., by heirs	Boston.
1st	26th	do	Do.
1st	31st	Walker, D., by attorney	Kennebunk.
1st	26th	Wallace, David, senior, by representative	Ocracock, N. C.
1st	26th	Wallas, John	Boston.
1st	26th	Waln, Robert, administrator of Jesse Waln	Philadelphia
1st	26th	Waln, R., by assignee	Do.
1st	24th	Walter, Lynde and W	Boston.
1st	26th	do	Do.
1st	26th	Walton, Samuel	Newburyport.
1st	26th	Watson, Benj. M., by administrator	Boston.
1st	20th	Watson, James, by his widow	
1st	26th	Watson & Paul, by survivor	Philadelphia.
1st	26th	Watson, Marsden, by administrator	Boston.
1st	26th	Weisman, Charles	New Haven, Conn.
2d	27th	Wells, John, and others	Newburyport.
1st	24th	Wells, Titus, by Ab. Truro and others	Boston.
1st	26th	do	Do.
1st	26th	Welsh, J	Philadelphia.
1st	26th	West, Judith	Gloucester, Mass.
1st	26th	West, Nathaniel	Salem.
1st	16th	Williams, Amos A	Baltimore.
1st	26th	Wheeler, Benjamin	Boston.
1st	26th	White, Gilman, executor of Thomas Brown	Newburyport.
1st	26th	White, Stephen, by executor	Salem.
2d	29th	White, Thomas B	New Bedford.
1st	26th	Whitehead, N. C	Norfolk.
1st	26th	Whitmore, Ebenezer	Newburyport.
1st	26th	Whitmore, Gordon	Chatham, Connecticut.
1st	26th	Willard, Josiah, by attorney	Boston.
1st	26th	Williams, Cumberland D., by administrator	Baltimore.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	26th	Williams, E., for underwriters	Hartford, Connecticut.
1st	16th	Williams, George, administrator of Benjamin Williams	Baltimore.
1st	26th	do	Do.
1st	26th	Williams, John and Mary	
1st	7th	Williams, Joseph, by attorney	Do.
1st	26th	do	Do.
1st	26th	Williams, Nathaniel F	Do.
1st	7th	Williams, Timothy	Boston.
1st	26th	Williamson, David, trustee of Coopman & Co	Baltimore.
1st	7th	Williamson, John	Charleston.
1st	14th	do	Do.
1st	26th	do	Do.
1st	26th	Willing & Francis, by survivor	Philadelphia.
1st	26th	Willing, Richard and Thomas M., by executor	Do.
2d	14th	Willock, Thomas	Norfolk.
1st	26th	do	Do.
1st	26th	Wills, John	Newburyport.
1st	7th	Wilson, James, by heirs	Alexandria.
1st	16th	do	Do.
2d	29th	do	Do.
1st	26th	Wilson, John, by attorney	Norfolk.
2d	29th	Wilson, R. J. T	
1st	7th	Wilson, William, by trustee	Alexandria.
2d	14th	do	Do.
1st	26th	do	Do.
1st	16th	Winchester, David	Baltimore.
1st	26th	do	Do.
1st	26th	Winn, Joseph	Salem.
1st	26th	Winship, Abiel, by heirs	Boston.
1st	31st	Winslow, Frederick, and others	
1st	26th	Winslow, Isaac	Do.
1st	26th	Wise, Machel	Kennebunk, Maine.
1st	26th	Witham, Thomas	Newburyport.
1st	26th	Witherspoon, Thomas	Philadelphia.
1st	26th	Waart, William	Newburyport.
1st	26th	Wood, Abiel	Wiscasset.
1st	26th	Wood, Abner	Newburyport.
1st	7th	Wood, Gabriel	Baltimore.
1st	26th	do	Do.
1st	26th	Woodbridge & Snow, by survivor	Norwich, Connecticut.
1st	31st	Woodbury, H., by attorney	
2d	29th	Woodbury, Samuel, by attorney	Norwich, Connecticut.
1st	26th	Woodrup, and Joseph Sims	Philadelphia.
1st	26th	Woolsey, G. M	New York.
1st	26th	Wyatt, Benjamin	Bangor, Maine.

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	35th	Wild, Samuel, by heirs	
1st	7th	Williams, Thomas	Alexandria.
1st	14th	do	Do.
2d	14th	do	Do.
1st	16th	Wilson, Thomas	Baltimore.
1st	16th	Wallace, Joseph A	Do.
1st	7th	Williams, Benjamin, by administrator	Do.
1st	7th	Wilson & Maris	Do.
1st	7th	Walsh, Jacob, jr	Do.
1st	7th	Williams & Low	Do.
2d	14th	Warder, Jeremiah	Philadelphia.
1st	17th	do	Do.
2d	14th	Wharton, Robert	Do.
1st	17th	do	Do.
2d	14th	Willing, Thomas M	Do.
1st	17th	do	Do.
.....	.....	Wood, Abiel	Wiscasset.
.....	.....	Walley, S. H	Boston.
.....	.....	Waldo, T	Do.
.....	.....	Waldo, Samuel	Do.
.....	.....	Walter, W	Do.
.....	.....	White, Stephen	Do.
.....	.....	White, Joseph	Do.
.....	.....	Wheelright, Abraham	Newburyport.
.....	.....	Williams, Joseph	Norwich, Connecticut.
.....	.....	White, P. M	Philadelphia.
.....	.....	Waln, Jesse, by administrator	Do.
.....	.....	Wilson, John	Do.
.....	.....	Willing, Richard	Do.
.....	.....	Williams, Samuel, by administrator	Baltimore.
.....	.....	Winchester, George	Do.
.....	.....	Wilson, Ann	Do.
.....	.....	White, C. J	Washington, D. C.
.....	.....	White, Joseph	Do.
.....	.....	Wilson, Louis D	Washington, N. C.
.....	.....	Wallace, William H	Ocracock, N. C.
.....	.....	Williams, Thomas	Norfolk.
.....	.....	Wallay, Samuel H	Roxbury, Mass.
1st	7th	White, Joseph, senior	Baltimore.
1st	7th	Wilson, William	Do.
.....	.....	Woods, William J	Do.
1st	22d	Young, William	North Yarmouth, Maine.
1st	7th	Yellott, Jeremiah, by heirs, executor	Baltimore.
2d	29th	do	Do.
1st	31st	Yerby, Elizabeth	Wilkinson Co., Miss.
1st	31st	Yerger, John, by heirs	

List of memorials to the House on French spoliations—Continued.

Session.	Congress.	Name of memorialist.	State or city.
1st	31st	Young, James, by heirs	Norfolk.
2d	14th	Yard, James, by assignee	Philadelphia.
1st	17th	do	Do.
1st	26th	do	Do.
1st	26th	Young, James, by assignee	
1st	26th	Young, James	Bristol, Maine.
1st	26th	Young, James	Virginia.
1st	26th	Young, Joseph, by executor	Newburyport, Mass.
1st	26th	Young, Joseph, by executor	Baltimore.
.....	.....	Young, William, executor of Wm. Jones	Philadelphia.
.....	.....	Young, John	Baltimore.
1st	31st	Young, James, by heirs	Bristol, Maine.
1st	30th	Zacharie, Stephen, by heirs	Baltimore.
1st	26th	Zacharie, Coopman & Co., by trustee	Do.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 42.

IN THE SENATE OF THE UNITED STATES.

APRIL 4, 1864.—Ordered to be printed.

Mr. WILSON made the following

REPORT.

[To accompany bill H. R. No. 187.]

The Committee on Military Affairs and the Militia, to whom was referred the bill (H. R. No. 187) entitled "An act to regulate the dismission of officers in the military and naval service," beg leave to report as follows:

Before making so radical a change in the government of the army and navy as is proposed by the bill under consideration, the committee deemed it prudent to inquire into the practical workings of the seventeenth section of the act of July 17, 1862, and also to ascertain what practical difficulties, if any, might lie in the way of an attempt to go back to that period, and to place all officers of the army, navy, and marine corps, who have been dismissed in pursuance of said act, upon the footing where they would have stood if no such law had been enacted, or if the power conferred by it had never been exercised. Such information could only be obtained from the office of the Judge Advocate General of the army—the committee confining themselves to a consideration of the bill as affecting the land forces. They accordingly requested the Secretary of War to obtain from that officer a statement of his views regarding the bill in question, based upon facts known to his office. Such a statement has been received, and is herewith submitted.

The views of the Judge Advocate General confirm those previously entertained by the committee. They present grave, if not insuperable, objections to the bill, and the committee respectfully recommend that it do not pass.

JUDGE ADVOCATE GENERAL'S OFFICE, *March* 28, 1864.

Upon the bill entitled "An act to regulate the dismission of officers in the military and naval service," now pending before the Senate, and referred by you for my consideration, I have the honor to submit the following observations:

The principal objects proposed to be accomplished by the bill are two:

First. To take from the President the power of summarily dismissing officers from the military and naval service—unless for absence without leave for twenty days—and to substitute therefor the authority simply to suspend without pay or emoluments, until a trial before a court-martial can be had.

Second. To restore to their commands such officers as have been heretofore dismissed by the President's order, provided a court-martial to be hereafter convened shall find them not guilty of the offences charged against them.

From the foundation of the government the President has been in the habit of summarily dismissing officers in the land and naval service. The power to

do so seems to inhere in him under the Constitution, as the commander-in-chief of the army and navy. His action in this respect has been attended by no oppression or abuses, and its strict legality cannot be contested. The exercise, therefore, of this authority, since the outbreak of the rebellion, has nothing in it that savors of usurpation or innovation, or that should excite alarm.

That the lodgment of such a power in the commander-in-chief of our army is necessary to preserve its discipline, the experience of our military men would generally attest. This necessity is most manifest and pressing in the case of an army of volunteers, suddenly withdrawn from the pursuits of civil life, and impatient of those restraints without which military forces in the field must soon degenerate into a mob. The government of such an army often calls for punishments more prompt than those which are tardily inflicted through the slow process of a military trial.

The authority to suspend without pay or emoluments for a limited period, as given by the bill, would prove a most inadequate substitute for the power of dismissal. In the emergencies of military life, and especially during a period of active hostilities, the interests of the service often not only require that officers shall be instantly dismissed, but that their places shall be immediately supplied. This bill makes such supply impracticable in the case of delinquent and suspended officers, because it contemplates no vacancy.

It is well known that in time of war the convening of a court-martial for the trial of officers within the ten days prescribed by this bill would not, in a very large number of cases, be possible, without serious detriment to the service.

As there could be no trial without an arrest of the officer, should he think proper to avoid such arrest, as he might do by flight or otherwise, he could, under this bill, be summarily dismissed, only for having been "absent for twenty days without leave," of whatever other crime he may have been guilty. Had such a law existed when General Twiggs traitorously surrendered his department to the rebels, instead of being dishonorably dismissed for "treachery to his country's flag," as he was by the President, he would, though in arms against the government, have been continued upon the army register to the close of his guilty and infamous life, unless it had been thought proper to dismiss him simply for "absence without leave."

The number of dismissals which have taken place since the beginning of the war is not large, all the circumstances of the service considered. The government has acted upon the testimony furnished at the moment, and mistakes have, in some cases, occurred. In every instance, however, where it has been alleged that wrong had been done, the case has been carefully re-examined, and all the proofs and testimonials offered in behalf of the officer well considered; and it is believed that it has rarely happened that a correct conclusion has not been finally reached. These re-examinations have constituted one of the most laborious duties of this office, and I can bear testimony to the patience and impartiality with which they have been conducted.

To the restoration of these officers through the instrumentality of a court-martial, as proposed by the bill, several seemingly insuperable obstacles present themselves:

1. Their places after dismissal were, in almost every instance, filled by appointments legally and properly made. How is it possible to restore them to positions not vacant, but which are fully occupied by others?

2. The regiments to which many of these officers belonged have been disbanded. In reference to this class, how would it be practicable to enforce the provisions of this bill?

3. These officers are now as much out of the service as if they had never belonged to it, and this by force of orders in every respect regular and legal. A revocation of these orders of the President would certainly reinstate the officers

in cases where the vacancies remain unfilled; but is it competent for Congress to make such revocation? I think clearly not.

4. The orders being unrevoked, and the officers being out of the service, they can only be restored by reappointment. Under the Constitution, however, the larger part of these appointments must be made by the governors of the States, and the remainder by the President. Is there any principle or precedent which would justify Congress in an attempt to exercise these functions of the President and governors, by substituting for such presidential and gubernatorial action the simple declaration of a general court-martial?

5. The government could not investigate through courts-martial the hundreds of cases which this bill would bring up for trial, without such a draft upon the officers of the army needed for active field service as must greatly impair the efficiency of the campaign now about to open in every part of the theatre of the war. To this should be added the fact that the witnesses to the transactions to be examined into are doubtless many of them dead, and others so scattered by the fortunes of the war as to be unavailable—a condition of things which would render it impossible to accept the action of the courts-martial sitting in judgment on these offences, many of them long past, as satisfactory or reliable.

All of which is respectfully submitted.

J. HOLT, *Judge Advocate General.*

Hon. E. M. STANTON,
Secretary of War.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 43.

IN THE SENATE OF THE UNITED STATES.

APRIL 7, 1864.—Ordered to be printed.

Mr. RAMSEY made the following

REPORT.

[To accompany Joint Res. S. No. 40.]

The Committee on Post Offices and Post Roads, to whom was referred the memorial of Carlisle Doble, have had the same under consideration, and report:

The memorialist claims compensation for services rendered and expenditures made in transporting the United States mail between Taylor's Falls, Minnesota, and Superior, Wisconsin, from April to November, 1857, during which period the memorialist alleges that he made fifty-six round trips, for which he has received no compensation.

Upon examination the committee find that on the 20th day of June, 1854, the Postmaster General entered into a contract with George E. Nettleton, of Superior, Wisconsin, to transport the mail between Taylor's Falls and Superior, once a week, at $975 per year, for and during the term commencing July 1, 1854, and ending June 30, 1858. Subsequently, by an order of the Postmaster General, of February 20, 1855, fifty per cent. additional on his pay was allowed the contractor for the use of a *led horse*. On the 16th of January, 1857, this allowance was ordered to be discontinued, and the contractor was ordered to make two additional trips per week, at a *pro rata* increase of contract pay. On the 15th of October, 1857, instructions were issued to Denis Dean, postmaster at Superior, to engage a person to perform the service in the place of Nettleton, and under date of November 14, 1857, said postmaster reported that, in accordance with said instructions, he had received bids and made arrangements with Doble for tri-weekly service from November 15, 1857, to June 30, 1858. An order was thereupon made by the Postmaster General for a contract with Doble, to date back from the said 15th of November, at $5,700 for seven and a half months, being at the rate of $9,120 per annum.

The claim under consideration is for services rendered by claimant anterior to the commencement of services under contract last cited.

The memorial, duly verified by oath, sets forth that upon the receipt of the order of January 16, 1857, requiring additional service, and in the absence of the petitioner from Superior, Nettleton refused to carry the mail longer; that, thereupon, Postmaster Dean induced memorialist's servants to undertake the performance of the service, assuring them that he would make everything satisfactory to memorialist on his return; that before the return to Superior of petitioner, a number of valuable horses had been ruined by his servants in attempt-

ing to perform the said service; that upon his return the postmaster at Superior importuned memorialist to continue the service commenced by his servants; that upon the promises made by said postmaster, memorialist undertook and performed the service as well as it was possible to perform it, until he entered into a formal contract with the department for service from November 15, 1857, to June 30, 1858; and that the only contract, and the one under which he performed the service unpaid for, was the verbal promise of the postmaster at Superior to see him liberally paid, taking into consideration the amount necessarily expended to put the route in condition to travel with horses.

The memorial further represents that it would have been physically impossible to have performed a tri-weekly service on said route at that time, without a large expenditure of money in constructing a road, building bridges, &c.; that the amount expended necessarily by memorialist in making said route practicable for carrying the mails, was not less than $5,000; that about the time said alleged special service ended, the postmaster at Superior forwarded a statement or made a return to the department of the amount of service performed, but instead of returning that it had been done by memorialist under a special contract, he returned it as performed under the original contract of Nettleton; and as Nettleton had failed to perform his contract entire, the pay for the services performed was stopped; that said postmaster represented to memorialist that he had made the return in the form it was, because he believed that it would enable him to obtain for memorialist a part of the amount due him more speedily than he could get it in any other way, and that he afterwards intended to represent to the department the fact of the large outlay of memorialist in building roads and bridges, as aforesaid, and thus obtain for him the balance, but declined to make a certified statement officially, lest, as he said, it might get him into trouble with the department.

It is satisfactorily shown that the service claimed for was performed, and this has never been denied or questioned as a ground for the rejection of the claim. The ground of rejection by the Postmaster General was that Doble was a "subcontractor of Nettleton's;" that the "service which is reported as commenced on May 5, 1857, was performed by Mr. Nettleton, as appears by the evidence on the files of this office—at all events he was the only recognized contractor until reported by the postmaster at Superior as having abandoned the service on 2d of October, 1857;" "that Doble, if a contractor at all prior to November, 1857, was a contractor of Dean's, and must look to him for his compensation, as Dean had no power to make such a contract for the department."

Although the services for which compensation is asked were not undertaken under a formal contract with the Post Office Department, they were executed, in the opinion of your committee, at the instance of the postmaster at Superior, to whom much of the difficulty which surrounds this case is attributable. In February, 1857, that officer reported that the contractor then declined to perform the tri-weekly service at the pay allowed, but that he would continue the once-a-week service "until further orders." On the 5th of May, 1857, the said postmaster reported, by letter, the commencement on that day of "the tri-weekly service ordered" January 16, 1857. Subsequently he returned said service as performed by Nettleton, though, if any weight is to be attached to the sworn statement of the memorialist, it was undertaken and performed by the claimant, not merely with the privity and approval of the postmaster at Superior, but upon his express assurances that the government would make suitable compensation therefor, taking into consideration the large outlay necessarily required to make practicable a tri-weekly service, within schedule time, upon a route which for many miles southward from Superior is almost one continuous marsh.

Inasmuch as the claim is presented on the ground of services actually rendered, it would seem that the evidence of such services might be urged to justify a compensation according to the value of such services—*quantum meruit*. From

November 15, 1857, to June 30, 1858, the claimant was paid, under contract, at the rate of $9,120 *per annum*, or at the rate of $9,120 for one hundred and fifty-six round trips. The files of the Post Office Department show the performance of fifty-five round trips between April and November, 1857, for which, from the equality of services, the claimant would seem to have an equitable claim to a ratable compensation.

The committee are of the opinion that in justice and equity the memorialist is entitled to relief, and recommend the adoption of the accompanying joint resolution.

38TH CONGRESS, 1st Session. | SENATE | REP. COM No. 44.

IN THE SENATE OF THE UNITED STATES.

APRIL 7, 1864.—Ordered to be printed.

Mr. HALE made the following

REPORT.

[To accompany bill S. No. 218.]

The Committee on Naval Affairs, to whom was referred a bill repealing a joint resolution therein named, having had the same under consideration, ask leave to report:

That the joint resolution proposed to be repealed consists of two sections: the first of which provides that the Provost Marshal General be, and is hereby, directed to enlist such persons as may desire to enter into the naval service of the United States, under such directions as may be given by the Secretary of War and the Secretary of the Navy, which enlistments shall be credited to the appropriate districts: *Provided, nevertheless,* That inasmuch as persons enlisted in the naval service receive prize money, persons so enlisting shall not be entitled to receive any bounty upon their enlistment. Second. That the President of the United States may, whenever in his judgment the public service requires, authorize and direct the transfer of persons who have been employed in sea service and are now enlisted in regiments for land service, from such regiments to the naval service, upon such terms and according to such rules and regulations as he may prescribe: *Provided, nevertheless,* That the number of transfers from any company or regiment shall not be so great as to reduce such company or regiment below the minimum strength required by the regulations of the military service: *And provided further,* That such sum as may have been paid to persons so transferred, as bounty for entering into the military service, shall be transferred from the recruiting fund of the naval service to the credit of the proper appropriation for the land service.

The second section relates to another and very different subject, and provides that there shall be paid to each enlisted able or ordinary seaman hereafter enlisted into the naval service an advance of the month's pay as a bounty, to be refunded to the treasury from any prize money to which such enlisted man may be entitled.

This last provision is believed to be eminently wise and well calculated to aid in filling up the navy with just that class of seamen that are now wanted in the service. Several naval officers with whom the committee have consulted are of opinion that it is a wise and salutary measure, and that it would be most deleterious to the public service at this time to repeal it. Indeed, one officer of great experience in the service, and of high reputation, expressed the opinion that this provision alone would be ample to fill up the navy with as many seamen as are wanted. The repeal of this law just after its passage would have a tendency to discourage enlistments in the naval service, and thus

hinder the very object which the Secretary of the Navy and Congress are so anxious to effect.

Your committee therefore recommend that the first section of the joint resolution be repealed, and that the second section, being wise and salutary, shall remain as the law of the land.

Your committee cannot consent to let this subject pass from the consideration of the Senate without briefly adverting to the circumstances under which this bill was referred to them for their consideration. Several senators who spoke on this subject professed to know all about it, and assured the Senate that it was nothing but the repeal of a joint resolution, passed for a temporary purpose, and whose only operation now was the obstruction and hindrance of the wholesome operation of the enrolment law; and they seemed impatient that the whole body of the senators were not as well acquainted with the subject as they themselves were. Indeed, the very suggestion of reference to the Committee on Naval Affairs was seized upon by one member of the committee for a severe reprimand to his colleagues on the committee for the manner in which they performed, or rather neglected, their duties. Indeed, so earnest was the purpose to pass the bill without reference, that those who insisted upon the ordinary course of legislation in this case were undoubtedly looked upon as obstinately, if not factiously, opposing a simple act of legislation which the immediate and pressing emergencies of the country seemed absolutely to demand should be promptly and immediately passed; and it was not till after the morning hour had expired, and the subject had passed from the consideration of the Senate, that by the courtesy of an honorable member of the Senate, who never fails to respond to any appeal to his courtesy, kindness, generosity or sense of justice, honorable Mr. Harlan, of Iowa, the subject was by him permitted to be voted on after he had the floor on another subject. And when the bill under these extraordinary circumstances was thus referred, the committee, the first moment they cast their eyes upon the joint resolution thus summarily sought to be repealed, found that this bill would not only repeal the obnoxious resolution obstructing the operation of the enrolment act, but would also repeal another provision of law which, in their opinion, ought not to be repealed, but the repeal of which would retard and hinder the object which we all wish to effect, viz., the filling up of our navy with able seamen.

Your committee recommend that the bill be amended by inserting after the word "that," in the third line, these words, viz: "the first section of," and passed, leaving the second section in full force and effect.

IN THE SENATE OF THE UNITED STATES.

APRIL 7, 1864.—Ordered to be printed.

Mr. HALE made the following

REPORT.

[To accompany bill S. No. 165.]

The Committee on Naval Affairs, to whom was referred Senate bill No 165, being a bill in relation to naval supplies, having had the same under consideration, ask leave to report:

That this bill proposes a total and radical change in the mode of purchasing naval supplies at one blow, and overthrowing and entirely abolishing a system which has been in operation for more than half a century, and substituting therefor another and entirely different one, hitherto, with the exception of a brief and partial experiment, untried in the naval service. The 12th section of the bill abolishes the offices of navy agent and naval storekeeper, as now existing, after the thirtieth day of June next; and the first section of the bill devolves those duties, now required by law of the navy agent, on one naval officer, to be detailed for that purpose, and the duties now required to be performed by the naval storekeeper are devolved on another naval officer, to be in like manner detailed for that service.

Before recommending so radical and total a change in the laws regulating that branch of the public service, your committee would suggest that the inquiry be made, What are the evils sought to be remedied, and is the proposed remedy adequate thereto?

The system sought to be overthrown has been in operation, as before stated, for more than half a century, and, in the opinion of your committee, has operated well, and is well calculated to effect the object sought to be attained, viz., supplying the navy at reasonable prices with the best articles demanded for the service.

The committee are not aware of any inconveniences to the service by the operation of the present system that can be remedied, or even ameliorated, by the proposed change.

Navy agents are selected from civil life, supposed to be so well acquainted with business pursuits and customs as to qualify them to discharge, in a manner creditable to themselves and beneficial to the government, the duties required of them in the position assigned them. The same is true of naval storekeepers; and when the executive duty in selecting its agents is wisely and discriminately exercised, it is believed no wiser scheme can be adopted. The navy agent appointed by the President must be confirmed by the Senate, and give satisfactory bonds for the proper discharge of his duties. By the regulations and instructions for navy yards, all requisitions for stores to be procured under contract, or on open purchase, must now be approved by the commandant of the yard,

and subject to inspection at the navy yard before being received, so that in addition to the care and prudence required of the navy agent, the government now has all the advantage to be derived from the scrutiny of two separate naval officers Besides, the agent can make no sale nor purchases, nor incur any public expense, without the sanction of the senior officer upon the station, the commanding officer of the navy yard, or of the Navy Department.

Thus the government have, in addition to the skill and discretion of the navy agent, all that can be required or expected from the supervision and control of a naval officer.

Substantially the same considerations as to the appointment of navy agents apply to naval storekeepers.

Your committee propose to suggest some inquiries as to the peculiar fitness of naval officers for the discharge of the new duties devolved upon them by this bill. Conceding, as your committee cheerfully do, to naval officers, as a class, as high a character for personal and efficient integrity as that of any other in the community, they are not disposed to admit that it is any more so than that of the class of merchants from whom these civil officers are supposed to be generally selected.

Is their education and training such as to qualify naval officers for such positions? Such has not been the opinion generally prevalent in the community or in the Navy Department.

At the commencement of the present rebellion, when the Navy Department found itself compelled to go into the market for the purchase of vessels, the Secretary of the Navy, as he informed the Senate by a letter addressed to the Vice President, dated January 14, 1862, declared that the matter was attended with *peculiar difficulties.* He says:

"The purchase might be made directly by the department, or by boards of officers under its control, at the principal ports where the vessels were to be bought, and especially at the great central point of supply for such a demand—the port of New York.

"But to both of these methods of procedure, the briefest trial disclosed serious objections. It was manifest, from the first, that the department, charged suddenly with the organization and superintendence of new and arduous naval operations on a large scale, in addition to its current business, could not possibly itself devote to the numerous details of each case of purchase the time and attention needful fully to protect the interests of the government. It was equally clear that boards of officers, acting in a mere mercantile capacity, *new to them, and for which they had neither been practically trained nor professionally commissioned,* would be subjected to great embarrassment and disadvantage in their dealings with sellers of ships and professional ship-brokers in a market suddenly pressed by a heavy and peremptory demand."

"The mercantile part of the business, the making of the best bargains possible for the government in each case, with the care of averting all intervention of third parties, which might embarrass the attainment of that result, was considered by the government to be placed most properly in the hands of a mercantile agency of a high and established character for intelligence, experience, and capacity."

Indeed, so strongly was the propriety of this course impressed on the mind of the Secretary, that, passing by all naval officers, he selected an agent to make the purchases, at a remuneration, by way of commissions, equal to seventy thousand dollars for five months, or more than at the rate of one hundred and fifty thousand dollars a year.

In the same letter the Secretary says:

"If it was intended, however, to object to the system of mercantile usage which the department had adopted, and to urge a return to purchases by *naval officers, I did not so* understand it; and had I been aware that such was the object,

my conviction and experience were so directly opposite that I could not, with all my respect for the gentlemen, have abandoned a system which was rapidly securing to the government good vessels at low prices, and which, in all its arrangements and details, was incomparably preferable to, as well as more efficient, more economical, and more satisfactory than, that which they are pleased to intimate they desired should prevail."

In the same letter the Secretary says: "In a series of cases which I shall presently detail, and which constituted, in my judgment, a sufficient trial, *the purchase of vessels by officers of the navy had failed and fairly broken down upon my hands.* In truth this mode of procedure never had the full concurrence of my judgment, for it was to those officers a line of business new and wholly unprofessional, and a burden which it was neither just nor judicious to impose upon them."

Now can it be wise in Congress to impose upon naval officers the purchase of all supplies for the navy, when the Secretary so recently informed the Senate that to employ them in the purchase of ships, a line of business which it might be supposed their particular training and professional pursuits would eminently qualify them to judge of understandingly, was a line of business new and wholly unprofessional, and a burden which it was neither just nor judicious to impose upon them?

Instances have happened in the history of the navy when the office of purser has, by some accident or contingency, been made vacant, and the duties of purser, by the commanding officer of the vessel, have been devolved on a lieutenant, and he has resorted to Congress for relief, on the ground that his education and training have been such as not to qualify him for such duties, and Congress have listened favorably to such an appeal, and granted the relief.

By the arrangement proposed by the bill, all the security found in requiring the nomination of the person selected to be submitted to the Senate for their confirmation would be lost, and instead thereof there would be only left, without any check, control or supervision by anybody, the discretion or the caprice of the Secretary to select whomsoever he pleased.

Besides, in the opinion of your committee, the passage of this bill would have another effect, which every friend of the navy should most anxiously strive to avoid, viz., the separating the navy more entirely from connexion and association with civil life, making it, as it were, a close corporation, doing all their business within themselves, and thus secluding themselves from the supervision of any but officers of their own profession.

Officers of the navy substantially and practically hold their offices for life; and it is a fact not to be disputed that when the community see that offices not necessarily belonging to their particular profession, but the duties of which may just as well and perhaps better be performed by persons from civil life, all engrossed and held by themselves to the entire exclusion of others, a feeling of jealousy, distrust, and suspicion will be aroused which cannot fail to be prejudicial to the public interest. In the opinion of your committee, every branch of the naval service, which can be just as well performed by civilians as by naval officers, should be conferred on the former; and when that is done, enough will be left which by custom and usage is bestowed on the latter. The amount of the patronage of the government in the Navy Department, which is now or can be bestowed on civilians, is trifling compared with the vast amount which necessarily is bestowed on naval officers, and your committee are of opinion that to take that trifle away and add it to the vast amount already engrossed by naval officers would neither be wise, judicious, nor expedient.

They therefore recommend that the bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 46.

IN THE SENATE OF THE UNITED STATES.

APRIL 7, 1864.—Ordered to be printed.

Mr. HALE made the following

REPORT.

[To accompany Joint Res. S. No. 41.]

The Committee on Naval Affairs, to whom was referred the memorial of Garrett R. Barry, paymaster United States navy, praying to be relieved from responsibility as bondsman for Paymaster John Debree, have had the subject under consideration, and report:

That in the year 1857 Paymaster Barry became surety with G. W. Cowdery, of Norfolk, for the faithful performance of the duties of paymaster by John Debree. Mr. Debree faithfully performed the duties of paymaster up to the year 1861. In the early part of that year he was paymaster on board the frigate Cumberland when she arrived at Norfolk. Soon after he was induced to resign, but up to the last moment of his connexion with the government honestly cared for its interests, leaving in the public chest, on board the frigate, very nearly twenty thousand dollars in gold and silver, and a large quantity of clothing and small stores, together with the usual transfer rolls of the officers and crew, containing evidence of very large advances made by him during the cruise, all of which were duly received by his successor, Paymaster Cramer Burt, of the United States navy.

Mr. Debree was paymaster on board the Cumberland from October 17, 1860, to June 11, 1861, a period of eight months and twenty-four days. Paymaster Burt, in his sworn statement, says that he "cannot recollect the amounts in money, clothing, and small stores which appeared upon the roll as having been issued to the officers and crew of the Cumberland," but he "knows that they were *very large*, the officers in almost every case being paid in full up to the day Mr. Debree left;" and the Fourth Auditor of the Treasury, in a communication to the committee, says: "From the complement of that vessel, in officers and men, Mr. Debree's payments and issues to them, for that time, in money, clothing, and small stores, must have been certainly equal, if not in excess of the above stated balance against him of $45,914 12." * * "I therefore have not the slightest doubt that had his accounts and vouchers for these payments and issues for that time been received at this office, he would not, on settlement, have been indebted to the government a single cent."

Soon after Mr. Debree left the Cumberland the naval engagement in Hampton roads took place, and all the money and vouchers transferred by Paymaster Debree to Paymaster Burt, together with Mr. Burt's own vouchers and accounts, went down in the Cumberland, which was sunk by the Merrimack on that occasion.

Paymaster Burt was subsequently relieved from the consequences of the disaster, and his accounts settled by act of Congress.

The committee are informed by the department that "both Mr. Barry and Mr. Debree are well known to the accounting officers of the government for uniform punctuality, intelligence, and integrity, as disbursing officers of the navy, during a long series of years," and it is therefore "believed that had not the accounts, rolls, and papers of the Cumberland been destroyed, as stated in the memorial, Mr. Debree's account with that vessel would have been (as all his former accounts were) satisfactorily settled."

The committee believe that Paymaster Barry has a just claim to be relieved by Congress from the consequences of the disaster to the Cumberland, and accordingly recommend the passage of the accompanying joint resolution.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 47.

IN THE SENATE OF THE UNITED STATES.

APRIL 11, 1864.—Ordered to be printed.
APRIL 14, 1864.—*Ordered*, That five thousand additional copies be printed for the use of the Senate.

Mr. WADE submitted the following

REPORT.

The Joint Committee on the Conduct and Expenditures of the War, to whom was referred the resolution of the Senate, directing an inquiry into the origin, progress, and results of the late expedition into Florida, reported the same back to the Senate, accompanied by the following report:

On the 15th of December, 1863, General Gillmore addressed to General Halleck the following proposition:

"With the force now at my disposal, I would respectfully suggest one of two operations, viz:

* * * * * * * * * *

"Second. Operate in Florida, and recover all the most valuable portion of that State, cut off a rich source of the enemy's supplies, and increase the number of my colored troops. I will not go into details."

On the 22d of December General Halleck replied:

"I am authorized by the Secretary of War to say that you are at liberty to undertake such operations in your department as you may deem best, securing the positions you already hold in front of Charleston."

On the 14th of January, 1864, General Gillmore wrote General Halleck:

"Unless it will interfere with the views of the War Department, I shall occupy the west bank of St. John's river, in Florida, very soon, and establish small depots there, preparatory to an advance west at an early day."

On the 15th of January General Gillmore wrote to the Secretary of War as follows, in relation to colored troops:

"I take this occasion to inform you that I have in contemplation the occupation of Florida, on the west bank of St. John's river, at a very early day, and I want these new regiments to garrison the posts from which I draw the troops for the expedition."

On the 22d of January General Halleck wrote to General Gillmore as follows:

"In regard to your proposed operations in Florida, the Secretary replied that the matter had been left entirely to your judgment and discretion, with the means at your command; as the object of the proposed expedition has not been explained, it is impossible to judge here of its advantages or practicability. If it is expected to give an outlet for cotton, or open a favorable field for the enlistment of colored troops, the advantages may be sufficient to justify the expense in money and troops; but simply as *military* operations, I attach very little importance to such expeditions. If successful,

they merely absorb our troops in garrisons to occupy the places captured, but have little or no influence upon the progress of the war."

On the 31st of January General Gillmore replied as follows:

"In reply to your letter of the 22d instant, I beg leave to state that the objects and advantages to be secured by the occupation of that portion of Florida within my reach, viz., the richest portions between the Suwanee and the St. John's rivers, are—

"1st. To procure an outlet for cotton, lumber, timber, turpentine, and other products of that State.

"2d. To cut off one of the enemy's sources of commissary supplies. He now draws largely upon the herds of Florida for his beef, and is making preparations to take up a portion of the Fernandina and St. Mark's railroad, for the purpose of connecting the road from Jacksonville to Tallahassee with Thomasville, on the Savannah, Albany, and Gulf railroad, and, perhaps, with Albany on the Southwestern railroad.

"3d. To obtain recruits for my colored regiments; and

"4th. To inaugurate measures for the speedy restoration of Florida to her allegiance, in accordance with instructions which I have received from the President, by the hands of Major John Hay, assistant adjutant general."

The only step the President seems to have taken in reference to this expedition will be shown by the following communication to General Gillmore:-

"EXECUTIVE MANSION,
"*Washington, January* 13, 1864.

"I understand an effort is being made by some worthy gentlemen to reconstruct a loyal State government in Florida. Florida is in your department, and it is not unlikely that you may be there in person. I have given Mr. Hay a commission of major, and sent him to you with some blank books and other blanks to aid in the reconstruction. He will explain as to the manner of using the blanks, and also my general views on the subject. It is desirable for all to co-operate; but, if irreconcilable differences of opinion shall arise, you are master. I wish the thing done in the most speedy way possible, so that, when done, it lie within the range of the late proclamation on the subject. The detail labor, of course, will have to be done by others, but I shall be greatly obliged if you will give it such general supervision as you can find consistent with your more strictly military duties.

"Yours, very truly,

"A. LINCOLN.

"Major General GILLMORE."

General Gillmore organized the expedition, assigning Brigadier General T. Seymour to the command of the land forces, numbering from 6,000 to 7,000 men. Rear-Admiral Dahlgren, at the request of General Gillmore, furnished three gunboats, (in addition to two already blockading in that quarter,) with two despatch steamers.

On the 5th of February General Gillmore communicated to General Halleck that he would "start for Florida this evening, and expect to occupy Jacksonville on Sunday next with a force under Brigadier General Seymour, composed of infantry, cavalry, and artillery."

General Gillmore and Admiral Dahlgren accompanied the expedition, arriving at Jacksonville on the 8th of February, the force under General Seymour having preceded them.

The following letters will show the results of the expedition up to the time they were written:

"BALDWIN, FLORIDA, *February* 9, 1864.

"GENERAL: I have the honor to report that a portion of my command, under Brigadier General T. Seymour, convoyed by the gunboat Norwich, Captain Merriam, ascended the St. John's river on the 7th instant, and landed at Jacksonville on the afternoon of that day.

"The advance, under Colonel Guy V. Henry, comprising the 40th Massachusetts infantry, the independent battalion Massachusetts cavalry, under Major Stevens, and Elder's horse battery, (B, 1st artillery,) pushed forward into the interior on the night of the 8th, passed by the enemy, drawn up in line of battle, at Camp Finnegan, seven miles from Jacksonville, surprised and captured a battery, three miles in the rear of the camp, about midnight, and reached this place about sunrise this morning.

"At our approach the enemy abandoned and sunk the steamer St. Mary's and burned two hundred and seventy bales of cotton a few miles above Jacksonville. We have taken, without the loss of a man, about one hundred prisoners, eight pieces of excellent field artillery, in serviceable condition and well supplied with ammunition, and other valuable property to a large amount.

"I shall have a train of cars running on the road from Jacksonville in three or four days.

"The command will advance to-morrow morning.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE,
"*Major General, Commanding.*

"Major General H. W. HALLECK,
"*General-in-Chief United States Army, Washington, D. C.*"

"JACKSONVILLE, FLORIDA, *February* 13, 1864.

"SIR: I beg leave to state that the military operations in this State that may be necessary to further the objects for which I came here, as set forth in a former letter to you, promise to be of no great magnitude.

"General Seymour's advance has been within four miles of Lake City; but as his instructions were not to risk a repulse or make an attack when there was a prospect of incurring much loss, he has taken up a position at Baldwin, the junction of the railroad from Jacksonville with the one from Fernandina. He also holds the crossing of the St. Mary's south fork, about twelve miles west of Baldwin.

"I intend to construct small works, capable of resisting a *coup de main*, at Jacksonville, Baldwin, Pilatka, and perhaps one or two other important points, so strong that 200 or 300 men will be sufficient at each point.

"2,500 men, in addition to the two regiments that have been permanently stationed in this State, (one at St. Augustine and one at Fernandina,) ought to be ample in Florida.

"The artillery captured here will suffice for such defensive works as may be deemed necessary.

"I desire to see the lumber and turpentine trade on the St. John's river revived by loyal men; and for that purpose, and to give assurance that our occupation of the river is intended to be permanent, I have written to the Secretary of the Treasury, recommending that the port of Jacksonville be declared *open*. The communication is herewith enclosed.

"I shall return to Hilton Head to-morrow, leaving General Seymour in command in Florida for the present.

"Pilatka will be occupied by our forces in a day or two.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE,
"*Major General.*

"Major General H. W. HALLECK,
"*General-in-Chief United States Army, Washington, D. C.*"

"P. S.—*February* 14.—I open this letter to add that General Seymour was at Sanderson yesterday. I had despatched a mounted force to Gainesville, on the Fernandina and Cedar Keys road, to try and capture a train of cars. I enclose a printed circular for your information from the chief commissary C. S. A.

"Q. A. GILLMORE,
"*Major General, Commanding.*"

General Gillmore returned to Port Royal, reaching there on the 15th of February. Admiral Dahlgren also returned to Port Royal, reaching there on the 14th, leaving three gunboats in Florida, under Captain Creighton.

On the 18th of February General Gillmore received a letter from General Seymour, dated February 17, 1864, stating that he proposed "to go without supplies, even if compelled to retrace my steps to procure them, and with the object of destroying the railroad near the Suwanee, that there will be no danger of carrying away any portion of the track," and asking that a naval demonstration be made in the Savannah river, in order that the enemy might not send a force from Savannah to oppose his movement.

General Gillmore at once despatched his chief of staff, General Turner, with instructions to suspend the forward movement of General Seymour. and call him back to Baldwin. General Turner was delayed by a storm, and did not reach Jacksonville until General Seymour had become engaged with the enemy.

General Seymour had proceeded into the interior until he came upon a superior force of the enemy at Olustee. The following extract from the testimony of General Turner is the most direct that your committee have been able to obtain concerning the battle of Olustee:

"When I arrived at Jacksonville, I found General Seymour engaged in the battle of Olustee. I telegraphed him that I had orders to suspend his forward movement; but as I found him engaged with the enemy, I left the matter entirely to his judgment, he being on the field of battle. I was in constant and repeated communication with him until he arrived at Jacksonville. He reported his having had a fight; his having been worsted, and that he was falling back to Baldwin. He fell back to Baldwin, and subsequently retired to Jacksonville.

"Question. Do you know the amount of our loss in that engagement?

"Answer. The official reports, at the time I left, showed a loss of 1,861 in killed, wounded, and missing.

"Question. What was the estimated strength of the enemy there?

"Answer. General Seymour telegraphed me from the battle-field that he fought against 10,000 men. We have had no definite information, but my impression has been all along that that was a large estimate. I should say the enemy had about 8,000 men there. The enemy had the advantage of anticipating us by a day, and it being a thickly wooded country, they had felled trees, and ensconced themselves behind them, and in rifle-pits, and were able to deliver a severer fire than General Seymour could return.

"Question. Then, according to your idea, there was no great disparity of numbers between the two forces?

"Answer. My impression is, that there was not such a very great disparity. The enemy were undoubtedly somewhat superior in numbers.

"Question. But their principal strength lay in their position?

"Answer. Yes, sir. Their men were behind these trees, lying there cool and collected, and delivered their fire when our troops came up within range of their rifles. I think our principal loss resulted from the advantage they had over us in that respect. Their loss was considerable, as we have since ascertained from their deserters; but not so great as ours, in consequence of this advantage they had over us?

"Question. Did the enemy pursue our forces, and did our army move in good order?

"Answer. I went out to meet our army on its return, and I was told, in conversation with different officers, that our army was taken up in good shape before the enemy; that we had had skirmishing with them for two hours before; first had driven in their pickets, and then their outposts, and then came in front of the enemy, when our line was formed, and we advanced upon them General Seymour having gone out there to deliver battle for the possession of this country, when battle was offered to him, accepted it, and went in. He sustained the conflict there for two hours. Finding that they were worsting him, that they were delivering a better fire than he could return, and that he was producing no great effect upon their line, he formed a second line in rear of the first, and withdrew the first through the intervals. Seeing his first line retiring, the enemy formed a column in the centre, and charged upon him. Collecting all his artillery, General Seymour dispersed this column of the enemy in every direction the moment they stepped out of their line of rifle-pits. They made no further attempt to pursue him by their infantry. He then retired by successive lines, fighting one line, then forming a second line behind it, and retiring the line in advance through the intervals, until finding that the enemy did not pursue him, he formed a column and marched away, and took up his position again at Jacksonville.

"Question. Is he secure in his position now?

"Answer. Yes, sir, perfectly. * * * * * *

"Question. Have re-enforcements been sent on to him?

"Answer. Yes, sir; sufficient to make his position perfectly secure beyond all contingency. * * * * * * * *

"Question. What was the proportion of colored troops in that expedition?

"Answer. There were six regiments and one battalion of white troops, and five regiments of colored troops.

"Question. How did the colored troops behave on that occasion? Did you understand?

"Answer. I understand that they behaved about as well as the white troops, with the exception of the 8th United States colored regiment, which was put alongside the 7th New Hampshire; both of those regiments behaved badly. The 1st North Carolina regiment supported Captain Elder's battery. Captain Elder, who had been in thirty-odd engagements in the army of the Potomac, told me that he had never seen troops fight better than that regiment of colored troops. From all that I could gather at the time from officers, the colored troops behaved as well as the white troops."

The foregoing, together with the documents and testimony herewith reported, your committee believe to embrace full answers to the inquiries embraced in the resolution referred to them.

All of which is respectfully submitted.

B. S. WADE,
Chairman.
Z. CHANDLER.
B. F. HARDING.
BENJ. S. LOAN.

IN THE SENATE OF THE UNITED STATES, *March* 2, 1864.

On motion by Mr. Hendricks,

Resolved, That the Joint Committee on the Conduct of the War be directed to inquire into the causes of and circumstances attending the recent military expedition into Florida; with whom the expedition originated, for what purpose it was undertaken, and what were its results; and that the committee be instructed to report at as early a day as practicable.

Attest: J. W. FORNEY, *Secretary*.

FLORIDA EXPEDITION.

Testimony of General John W. Turner.

WASHINGTON, *March* 17, 1864.

General JOHN W. TURNER sworn and examined.

By the chairman:

Question. What is your rank and position in the service; and where have you been stationed lately?

Answer. My present rank is brigadier general of volunteers, and I am chief of staff of the department of the south, under General Gillmore.

[The resolution of the Senate in relation to the Florida expedition was then read to the witness.]

Question. What do you know in regard to the late Florida expedition? State first in regard to its origin and its objects.

Answer. The objects General Gillmore had in view, as he communicated them to me, were, first, to stop in part the supplies going from Florida to the confederate army, principally of beef, amounting to some 2,000 head a week; second, to recruit his colored regiments; third, to inaugurate measures for bringing the State of Florida back into the Union, under instructions which he had from the President.

Question. With whom did that enterprise originate, as far as you know?

Answer. I think the original enterprise was one of General Gillmore's.

Question. That part of it that referred to the bringing the State of Florida back into the Union was a suggestion of the President, as I understand you?

Answer It was, so far as I have any knowledge of the subject. The enterprise had been a subject of contemplation with General Gillmore all winter. He had learned of these supplies of beef-cattle going north from Florida, and wanted to put a stop to it. And he had a large number of colored regiments which were becoming reduced in numbers, and he wished to obtain recruits for them; and on the eve of the movement he received a communication from the President, through the hands of Major Hay, who was sent down there. So far as I have any knowledge of it, he was to take a register of the names of the qualified legal voters of the State of Florida. He arrived there, I think, about a week before the expedition sailed.

Question. What force was engaged in that expedition?

Answer. General Seymour was put in command of the expedition; there were from 6,000 to 7,000 men in it.

Question. Proceed with your narrative, and state what was done.

Answer. The expedition left, and General Gillmore accompanied it as far as Jacksonville. At Jacksonville it repulsed General Finnegan, the rebel commander, and drove him back into the country. Our cavalry forces, light troops, pushed as far as within three miles of Lake City. General Gillmore

remained at Jacksonville, and his instructions to General Seymour were not to hazard an engagement beyond Sanderson, which is a small place just beyond the south fork of the St. Mary's, a very strong line of defences. The town of St. Mary's is some thirty-four miles from Jacksonville. His light troops pushed forward to within three miles of Lake City, and had a slight skirmish with the enemy, and then, under his instructions, General Seymour fell back to Sanderson. Then, under instructions, the troops were concentrated at Baldwin, with its advanced infantry post at St. Mary's. He was directed to fortify the position at Baldwin, and the crossing at St. Mary's. General Gillmore had repeated telegraphic communications with General Seymour, and one personal interview. His instructions to General Seymour were, as I have said, to concentrate his main force at Baldwin, with his advanced infantry post at St. Mary's; fortify Jacksonville, Pilatka on the St. John's, and Magnolia, and to keep his light cavalry forces moving through the country in this angle formed from Baldwin to Pilatka. Leaving these instructions, General Gillmore returned to Hilton Head.

Question. Did you accompany that expedition?

Answer. I did not. I remained at Hilton Head to forward troops, supplies, materials, &c. Shortly after General Gillmore returned to Hilton Head he received a communication from General Seymour, notifying him that he was about to push his whole force forward to the Suwanee valley, and destroy the bridge at the crossing of the Jacksonville and Tallahassee railroad; that he was going to take all his forces, and for the time was not going to occupy and fortify Baldwin, as he had been ordered to do; that he had brought a portion of the troops from San Augustine to Jacksonville, and was going to push forward to the Suwanee river with all his forces. General Gillmore immediately despatched me with a communication to General Seymour, in which he recited his views, and the objects of the expedition, as I have already stated, and with orders to suspend the forward movement of General Seymour, and bring him back to Baldwin, the position which he was first ordered to hold. I was delayed nearly two days, in consequence of a storm. I was some 48 hours in getting there, when I should have reached there in 14 hours. When I arrived at Jacksonville I found General Seymour engaged in the battle of Olustee. I telegraphed him that I had orders to suspend his forward movement; but as I found him engaged with the enemy I left the matter entirely to his judgment, he being on the field of battle. I was in constant and repeated communication with him until he arrived at Jacksonville. He reported his having had a fight, his having been worsted, and that he was falling back to Baldwin. He fell back to Baldwin, and subsequently retired to Jacksonville.

Question. Do you know the amount of our loss in that engagement?

Answer. The official reports, at the time I left, showed a loss of 1,861 in killed, wounded, and missing.

Question. What was the estimated strength of the enemy there?

Answer. General Seymour telegraphed me from the battle-field that he fought against 10,000 men. We have had no definite information, but my impression has been all along that that was a large estimate. I should say the enemy had about 8,000 men there. The enemy had the advantage of anticipating us by a day, and it being a thickly wooded country, they had felled trees and ensconced themselves behind them and in rifle-pits, and were able to deliver a severer fire than General Seymour could return.

Question. Then, according to your idea, there was no great disparity of numbers between the two forces?

Answer. My impression is that there was not such a very great disparity; the enemy undoubtedly were somewhat superior in numbers.

Question. But their principal strength lay in their position?

Answer. Yes, sir; their men were behind these trees, lying there cool and collected, and delivering their fire when our troops came up within range of their rifles. I think our principal loss resulted from the advantage they had over us in that respect. Their loss was considerable, as we have since ascertained from their deserters, but not so great as ours, in consequence of this advantage they had over us.

Question. Did the enemy pursue our forces, and did our army move in good order?

Answer. I went out to meet our army on its return, and I was told, in conversation with different officers, that our army was taken up in good shape before the enemy; that we had had skirmishing with them for two hours before; first had driven in their pickets, and then their outposts, and then came in front of the enemy, when our line was formed and we advanced upon them. General Seymour having gone out there to deliver battle for the possession of this country, when battle was offered to him, accepted it and went in. He sustained the conflict there for two hours. Finding that they were worsting him, that they were delivering a better fire than he could return, and that he was producing no great effect upon their line, he formed a second line in rear of the first, and withdrew the first through the intervals. Seeing his first line retiring, the enemy formed a column in the centre, and charged upon him. Collecting all his artillery, General Seymour dispersed this column of the enemy in every direction, the moment they stepped out of their line of rifle-pits. They made no further attempt to pursue him by their infantry. He then retired by successive lines, fighting one line, then forming a second line behind it, and retiring the line in advance through the intervals, until, finding that the enemy did not pursue him, he formed a column and marched away, and took up his position again at Jacksonville.

Question. Is he secure in his position now?

Answer. Yes, sir, perfectly. I do not believe they will ever attack him there; they may, but I do not believe they will.

Question. Have re-enforcements been sent on to him?

Answer Yes, sir; sufficient to make his position perfectly secure beyond all contingency.

Question. You do not know whether it is with a view to take the offensive again?

Answer. The subject has been canvassed, argued pro and con; but I do not think General Gillmore had determined definitely when I left.

Question. There were colored and white troops in that expedition?

Answer. Yes, sir.

Question. What was the proportion of colored troops in that expedition?

Answer. There were six regiments and one battalion of white troops, and five regiments of colored troops.

Question. Something less than half colored troops, then?

Answer. Yes, sir; a little less than half.

Question. How did the colored troops behave on that occasion? Did you understand?

Answer. I understood that they behaved about as well as the white troops, with the exception of the 8th United States colored regiment, which was put alongside the 7th New Hampshire. Both of those regiments behaved badly. The 1st North Carolina colored regiment supported Captain Elder's battery. Captain Elder, who had been in thirty-odd engagements in the army of the Potomac, told me that he had never in his life seen troops fight better than did that regiment of colored troops. From all that I could gather at the time from officers, the colored troops behaved as well as the white troops

By Mr. Odell:

Question. Did we not lose a battery?

Answer. Not an entire battery. We lost parts of two batteries, five guns in all.

Question. Was not that from a defection in the support?

Answer. No, sir, not as I have understood it. The loss of the artillery in men and horses was very heavy, from the musketry fire to which they were exposed.

Question. How far did General Seymour advance beyond his orders?

Answer. He fought this battle sixteen miles beyond where General Gillmore intended to have his advanced posts. His advanced post was to be at St. Mary's, while his main force was to be at Baldwin, in rear of St. Mary's some fourteen miles. He fought thirty miles beyond where he was ordered to have his main force.

Question. What was his reason for making such an advance?

Answer. In his letter to General Gillmore he said that he thought the people were ready to come back into the Union. He did not anticipate that so strong a force of the enemy was in front of him, and he supposed the destruction of the Suwanee river railroad bridge would prevent the enemy throwing forces into Florida. Those were the reasons he gave.

By the chairman:

Question. Was this advance considered as really a breach of orders, or had General Seymour a discretion to act in that particular?

Answer General Gillmore did not intend or expect to have General Seymour advance, although it was not expressed in so many words, as "You shall not advance." General Seymour, in conversation with me, stated that he thought he was carrying out General Gillmore's views. That was when I met him outside of Jacksonville on his return. He said that he supposed that General Gillmore wanted him to occupy the country.

Question. How early was this expedition spoken of by General Gillmore, as far as you can now remember?

Answer. His first conversation on the subject was as early as the first week in January. That was the first conversation I held with him upon the subject.

Question. Did it take some time to prepare the expedition?

Answer. It required no particular preparation. The great difficulty with us there is, to prevent information getting to the enemy. We do not concentrate our troops for that reason. The moment we do it gives rise to surmises and reports, which go immediately over to the enemy. General Seymour had been at Hilton Head ever since the fore part of January, with a command, which General Gillmore had in contemplation to send on this expedition when the time should arrive. He had not then fixed upon any day when to send it.

Question. Did Major Hay bring down any orders or directions of a military character, or were his instructions entirely of a civil nature?

Answer. My understanding was that Major Hay's instructions were entirely of a civil nature; that General Gillmore was simply to afford him facilities for taking a register of the names of the qualified legal voters of the State of Florida.

Question. That was his mission?

Answer. Yes, sir; he simply brought down books, which he left at the different posts in the custody of the military commanders for the loyal Floridians to register their names in.

By Mr. Odell:

Question. Did you understand that the instructions from the President relating to the civil character of the expedition had no influence with General Gillmore upon the military part of it?

Answer. I cannot say what influence it had upon the movement, but my impression is that the expedition would have moved without those instructions from the President.

Question. Had not General Gillmore made all his preparations for the military movement before he received any instructions from the President of a civil character?

Answer. Yes, sir; and up to the defeat of Olustee the expedition had accomplished all that General Gillmore went into Florida to accomplish, and the results were commensurate with the means he had employed to accomplish them.

Question. Did General Gillmore communicate his designs and purposes to the President before he commenced his expedition?

Answer. I think he did to the Secretary of War or to General Halleck. He noted the three points I have mentioned for which he was going into Florida.

Question. What response did he receive?

Answer. None whatever, that I know of.

By Mr. Chandler:

Question. Do you know anything about the treatment our colored soldiers received from the enemy when taken prisoners?

Answer. Not particularly, but I have questioned nearly all the deserters that have come in from the enemy's lines since the battle of Olustee, and we are receiving them every week. With regard to the treatment of our colored soldiers, and the universal report is that they receive the same treatment as our white soldiers; that they are all put in the same room together.

Question. And no outrages committed upon them?

Answer. None whatever, that I have learned. I questioned a deserter who was in Fort Wagner during all the siege, and who was there when the assault was made. He said that our black soldiers who were captured in the assault on Wagner were treated the same as our white soldiers; they were all put in the same room together.

By Mr. Gooch:

Question. It has been stated that the advance was made without proper precaution on the part of General Seymour, and that he fell upon the enemy in a strongly fortified position, which he would not have done if he had used proper precautions. Do you know whether, in his advance, General Seymour took proper precautions against a surprise?

Answer. I made inquiries in regard to that point. As far as I could ascertain, he took all the precautions that a commander could take, or would naturally take, in advancing into an enemy's country.

WASHINGTON, D. C., *March* 7, 1864.

SIR: The following statement in relation to the expedition to Florida will not be found to vary in any essential particulars from that which I had the honor to render verbally to the committee on Friday last, but it is more complete as to dates, and includes the correspondence between General Gillmore and myself on the subject. Wherefore, I desire that it may be accepted as a reply to the queries addressed to me by the committee concerning the expedition.

On the 5th February I received the first notice of the movement through the following communication sent me by General Gillmore:

"HEADQUARTERS DEPARTMENT OF THE SOUTH,
"*Hilton Head, South Carolina, February* 3, 1864.

"ADMIRAL: I am about to throw a force into Florida, on the west bank of St. John's river, and desire your assistance very much.

"The enemy is removing the railroad track on the road to Fernandina, as well as on the one from Jacksonville. This property I desire to save, if possible, and therefore have to move before I get entirely ready.

"If you can add two or three gunboats to the force now blockading in that quarter, the force would be ample. General Turner, my chief of staff, will confer with you.

"Very respectfully, your obedient servant,
"Q. A. GILLMORE, *Major General.*

"Rear Admiral JOHN A. DAHLGREN,
"*Commanding South Atlantic Blockading Squadron.*"

The Ottawa and Norwich were already on the spot, and I ordered the Mahaska, Dai Ching, and Water Witch, with the despatch steamers Oleander and Dandelion, to proceed and join them at once. In the evening I left Charleston myself to give such further aid as circumstances might require.

Stopping by the way at Port Royal, General Turner, chief of staff, called to inform me of the arrangements made by General Gillmore, and next morning (February 8) I was off the bar of the St. John's. General Gillmore was just going in, and I entered soon after him. The general came alongside my steamer, and a brief conversation ensued. Then I passed up the river in the Mahaska, and General Gillmore followed. He reached Jacksonville that evening, and I was delayed till next morning by the Mahaska getting aground.

When I went ashore General Gillmore was preparing to start out and ascertain personally the state of affairs. General Seymour had landed before his arrival, and pushed forward some distance without resistance. His transports had been preceded by the United States gunboat Norwich, which, after seeing his debarcation effected safely, had promptly steamed up the river and cut off the escape of a steamboat which had been watching for some time an opportunity to escape with a load of cotton; whereupon the rebels burned the cotton and sank the vessel.

Seeing that all was quiet, and not wishing to be absent too long from Charleston, I informed General Gillmore accordingly; also that I would leave three gunboats under Captain Creighton, an experienced officer.

The general replied that the force would be ample, as follows:

"ON BOARD STEAMER B. DEFORD,
"*Jacksonville, Florida, February* 10, 1864.

"ADMIRAL: I received, some miles from here, your letter stating that you intend to leave this locality, and that three gunboats would remain in the St. John's. That force is ample. The enemy will not make any resistance in East Florida for the present. They are panic-stricken. My advance will be fifty miles from this place to-night. We have taken eight good field-pieces, well supplied with ammunition, a number of cars, a large quantity of cotton, and other valuable property.

"I am very busy, or I would come and see you. I shall return to Hilton Head on Saturday next. Please accept my thanks for the prompt co-operation afforded me, and believe me your obedient servant,
"Q. A. GILLMORE, *Major General.*

"Rear-Admiral J. A. DAHLGREN,
"*Commanding South Atlantic Blockading Squadron*, St. John's River."

I reached Port Royal on the 14th, and General Gillmore on the night of the 15th.

I may add the following letter from General Gillmore, written only two days before he announced the expedition to me, which makes no mention whatever of the expedition, but refers to other operations contemplated by us:

"HILTON HEAD, SOUTH CAROLINA, *February* 1, 1864.

"ADMIRAL: I am still tied to this place with a quantity of details which I cannot well delegate to others. I did hope to be able to go up to Morris island to-night, but am unable to do so. My preparations for doing something are progressing.

"A telegraphic despatch from Pulaski informs me that six deserters from the enemy's force near Savannah have arrived there with important information. I wish to see them before I leave the place.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE, *Major General.*

"Real-Admiral J. A. DAHLGREN,

"*Commanding South Atlantic Blockading Squadron.*"

I believe this embraces the principal facts so far as I was concerned; but any further inquiry which the committee desire to make in regard to matters within my knowledge, that relates to the expedition, will receive prompt attention.

I have the honor to be, very respectfully, your obedient servant,

JOHN A. DAHLGREN, *Rear-Admiral,*
Commanding South Atlantic Blockading Squadron.

Hon. B. F. WADE,
Chairman of Committee on the Conduct of the War.

WAR DEPARTMENT,
Washington City, April 5, 1864.

SIR: In reply to your inquiry for information in respect to "the recent military expedition in Florida," I have the honor to report that on the 15th day of December, 1863, in a despatch addressed to the general-in-chief, Major General Gillmore submitted the following proposition:

"With the forces now at my disposal, I would respectfully suggest one of two operations, viz: * * * * * * *

"Second. Operate in Florida, and recover all the most valuable portion of that State; cut off a rich source of the enemy's supplies, and increase the number of my colored troops. I will not go into details."

On the 22d of December the general-in-chief replied:

"I am authorized by the Secretary of War to say that you are at liberty to undertake such operations in your department as you may deem best, making secure the positions you already hold in front of Charleston."

On the 14th of January, 1864, General Gillmore, in a confidential despatch of that date, informed the general-in-chief:

"Unless it will interfere with the views of the War Department, I shall occupy the west bank of St. John's river, in Florida, very soon, and establish small depots there, preparatory to an advance west at an early day."

On the 15th of January, in a confidential letter of that date to the Secretary of War, in relation to colored troops, General Gillmore says:

"I take this occasion to inform you that I have in contemplation the occupation of Florida, on the west bank of St. John's river, at a very early day.

and I want these new regiments to garrison the posts from which I draw the troops for the expedition."

On the 22d of January the general-in-chief replied as follows:

"HEADQUARTERS OF THE ARMY,
"*Washington, D. C., January* 22, 1864.

"GENERAL: Your confidential letter to the Secretary of War was duly submitted. * * * * * * * *

"In regard to your proposed operations in Florida, the Secretary replied that the matter had been left entirely to your judgment and discretion, with the means at your command. As the object of the proposed expedition has not been explained, it is impossible to judge here of its advantages or practicability. If it is expected to give an outlet for cotton, or open a favorable field for the enlistment of colored troops, the advantages may be sufficient to justify the expense in money and troops. But, simply as *military* operations, I attach very little importance to such expeditions. If successful, they merely absorb our troops in garrisons to occupy the places captured, but have little or no influence upon the progress of the war.

"Very respectfully, your obedient servant,
"H. W. HALLECK,
"*General-in-Chief.*

"Major General GILLMORE,
"*Department of the South.*"

On the 31st of January, in a despatch of that date to the general-in-chief, Major General Gillmore submitted the following reply:

"In reply to your letter of the 22d instant, I beg leave to state that the objects and advantages to be secured by the occupation of that portion of Florida within my reach, viz., the richest portions between the Suwanee and the St. John's rivers, are—

"First. To procure an outlet for cotton, lumber, timber, turpentine, and other products of that State.

"Second. To cut off one of the enemy's sources of commissary's supplies. He now draws largely upon the herds of Florida for his beef, and is making preparations to take up a portion of the Fernandina and St. Mark's railroad for the purpose of connecting the road from Jacksonville to Tallahassee with Thomasville, on the Savannah, Albany, and Gulf railroad, and perhaps with Albany, on the Southwestern railroad.

"Third. To obtain recruits for my colored regiments; and,

"Fourth. To inaugurate measures for the speedy restoration of Florida to her allegiance, in accordance with instructions which I have received from the President, by the hands of Major John Hay, assistant adjutant general."

On the 5th of February General Gillmore communicated to the general-in-chief that he would "start for Florida this evening, and expect to occupy Jacksonville on Sunday next, with a force under Brigadier General Seymour, composed of infantry, cavalry, and artillery."

On the 9th of February General Gillmore communicated to General Halleck the result of his operations down to that date, as follows:

"BALDWIN, FLORIDA, *February* 9, 1864.

"GENERAL: I have the honor to report that a portion of my command, under Brigadier General T. Seymour, convoyed by the gunboat Norwich, Captain Merriam, ascended the St. John's river on the 7th instant, and landed at Jacksonville on the afternoon of that day.

"The advance, under Colonel Guy V. Henry, comprising the 40th Massachusetts infantry, the independent battalion Massachusetts cavalry, under Major Stevens, and Elder's horse battery (B, 1st artillery) pushed forward into the interior on the night of the 8th, passed by the enemy, drawn up in line of battle at Camp Finnegan, seven miles from Jacksonville, surprised and captured a battery three miles in the rear of the camp about midnight, and reached this place about sunrise this morning.

"At our approach the enemy abandoned and sunk the steamer St. Mary's, and burned two hundred and seventy bales of cotton, a few miles above Jacksonville. We have taken, without the loss of a man, about one hundred prisoners, eight pieces of excellent field artillery, in serviceable condition and well supplied with ammunition, and other valuable property to a large amount.

"I shall have a train of cars running on the road from Jacksonville in three or four days.

"The command will advance to-morrow morning.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE,
"*Major General, Commanding.*

"Major General H. W. HALLECK,
"*General-in-Chief U. S. A., Washington, D. C.*"

And again, on the 13th of February, in the following communication:

"JACKSONVILLE, FLORIDA, *February* 13, 1864.

"SIR: I beg leave to state that the military operations in this State that may be necessary to further the objects for which I came here, as set forth in a former letter to you, promise to be of no great magnitude.

"General Seymour's advance has been within four miles of Lake City; but, as his instructions were not to risk a repulse or make an attack when there was a prospect of incurring much loss, he has taken up a position at Baldwin, the junction of the railroad from Jacksonville with the one from Fernandina. He holds also the crossing of the St. Mary's south fork, about twelve miles west of Baldwin.

"I intend to construct small works, capable of resisting a *coup de main* at Jacksonville, Baldwin, Pilatka, and perhaps one or two other important points, so strong that 200 or 300 men will be sufficient at each point.

"2,500 men, in addition to the two regiments that have been stationed in this State, (one at St. Augustine and one at Fernandina,) ought to be ample in Florida

"The artillery captured here will suffice for such defensive works as may be deemed necessary.

"I desire to see the lumber and turpentine trade on the St. John's river revived by loyal men; and for that purpose, and to give assurance that our occupation of this river is intended to be permanent, I have written to the Secretary of the Treasury, recommending that the port of Jacksonville be declared *open*. The communication is herewith enclosed.

"I shall return to Hilton Head to-morrow, leaving General Seymour in command in Florida for the present.

"Pilatka will be occupied by our forces in a day or two.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE,
"*Major General.*

"Major General H. W. HALLECK,
"*General-in-Chief U. S. A., Washington, D. C.*"

"FEBRUARY 14.

"P. S.—I open this letter to add that General Seymour was at Sanderson yesterday. I had despatched a mounted force to Gainesville, on the Fernandina and Cedar Keys road, to try and capture a train of cars. I enclose a printed circular for your information from the chief commissary C. S. A.

"Q. A. GILLMORE,
"*Major General, Commanding.*"

On the 22d of February General Gillmore communicated to the general-in-chief the result of the battle of Olustee, so far as it was then known:

"HILTON HEAD, S. C., *February* 22, 1864.

"GENERAL: I have the honor to report that I am in receipt of despatches from my chief of staff, Brigadier General Turner, at Jacksonville, and from Brigadier General Seymour, at Baldwin, up to yesterday. From these I learn that General Seymour had a spirited fight with the enemy on the 20th, at Olustee. From Captain John Hamilton, United States artillery, who has just arrived here from the scene of action, (slightly wounded in the arm,) I learn that General Seymour made the attack; that it was soon ascertained that the enemy was present in superior force, and that, after an engagement lasting between two and three hours, our forces withdrew from the fight into good order.

"The loss on both sides was quite severe. Some of our wounded fell into the hands of the enemy. He also got five pieces of field artillery as an offset to the eight pieces which he lost when we first advanced.

"Yesterday Seymour was at Baldwin, slowly retiring, and sending his wounded to Jacksonville.

"General Turner writes yesterday that the wounded, so far as he can learn, 'are all on the cars, coming in; locomotive just put in order.' I enclose herewith the last despatch that he had received from General Seymour. The force before him was from General Johnson's army. Captain Hamilton thinks our loss in killed, wounded, and missing will be as high as six or eight hundred.

"The medical officers inform me that all the wounds, with very few exceptions, were made by small arms, and that a very large proportion of them are slight. Colonel Fribley, 8th United States colored, was killed.

"In a few days I will furnish you with copies of instructions under which General Seymour was acting.

"Very respectfully, your obedient servant,

"Q. A. GILLMORE,
"*Major General, Commanding.*

"Major General H. W. HALLECK,
"*General-in-Chief U. S. A., Washington, D. C.*

"P. S.—Olustee is about fifty miles west of Jacksonville."

On the 7th of March General Gillmore communicated his official report, a copy of which is herewith submitted:

"HEADQUARTERS DEPARTMENT OF THE SOUTH,
"*Hilton Head, S. C., March* 7, 1864.

"GENERAL: I have the honor to submit herewith copies of certain letters of telegraphic despatches (A to I, inclusive) which comprise the instructions given to Brigadier General T. Seymour relative to operations in Florida,

prior to the fight at Olustee on the 20th ultimo. A brief narrative of events connected with the recent occupation of Florida, west of St. John's river, will not be out of place.

"Under date of the 22d of December, 1863, I was authorized by you to undertake such operations in my department as I might deem best, suggesting conference with Admiral Dahlgren, &c.

"On January 14, 1864, I wrote you that, unless it would interfere with the views of the War Department, I should occupy the west bank of the St. John's river in Florida very soon, and establish small depots there, preparatory to an advance west at an early day.

"On January 15 I wrote to the Secretary of War that I had in contemplation the occupation of Florida on the west bank of the St. John's river at a very early day.

"Under date of January 22, you inform me that in regard to my proposed operations in Florida, the Secretary replied that the matter had been left entirely to my judgment and discretion, with the means at my command, and that, as the object of the proposed expedition had not been explained, it was impossible for you to judge of its advantages or practicability.

"On January 31 I wrote, informing you that the objects to be attained by the operation were—

"1st. To procure an outlet for cotton, lumber, timber, &c.

"2d. To cut off one of the enemy's sources of commissary supplies, &c.

"3d. To obtain recruits for my colored regiments.

"4th. To inaugurate measures for the speedy restoration of Florida to her allegiance, in accordance with instructions, which I had received from the President by the hands of Major John Hay, assistant adjutant general.

"On February 5 I directed General Seymour, (letter enclosed, marked A,) whose command was already embarked, to go to Jacksonville, Florida, effect a landing there, and push forward his mounted force to Baldwin, twenty miles from Jacksonville, the junction of the two railroads from Jacksonville and Fernandina.

"A portion of the command reached Baldwin on the 9th, at which point I joined it on the evening of the same day. At that time the enemy had no force in East Florida, except the scattered fragments of General Finegan's command. We had taken all his artillery.

"On the 10th a portion of our forces was sent towards Sanderson, and I returned to Jacksonville. Telegraphic communication was established between Jacksonville and Baldwin on the 11th. On that day I telegraphed to General Seymour (despatch enclosed, marked B) not to risk a repulse in advancing on Lake City, but to hold Sanderson, unless there were reasons for falling back, which I did not know, and also, (despatch enclosed, marked C,) in case his advance met with serious opposition, to concentrate at Sanderson and the south fork of the St Mary's, and if necessary, to bring back Colonel Henry (commanding the mounted force) to the latter place. (The reply is enclosed, marked D.) On the 12th General Seymour informed me from Sanderson (despatch, enclosed marked E) that he should fall back to the south fork of the St. Mary's as soon as Colonel Henry, whom he had ordered back from the front, had returned. On the same day I telegraphed to General Seymour (despatch enclosed, marked F) that I wanted his command at and beyond Baldwin concentrated at Baldwin without delay, for reasons which I gave him. (His reply is enclosed, marked G.) General Seymour joined me at Jacksonville on the 14th, the main body of his command being at that time at Baldwin, as directed. He had, however, sent Colonel Henry towards the left to capture some railroad trains at Gainesville, on the Fernandina and Cedar Keys railroad.

"After arranging with General Seymour for the construction of certain de-

fences at Jacksonville, Baldwin, and the south fork of the St. Mary's, I started for Hilton Head on the 15th, leaving behind me Captain Reese, of the engineers, to give the necessary instructions for the defences referred to. I considered it well understood at that time between General Seymour and myself that no advance would be made without further instructions from me, nor until the defences were well advanced.

On the 18th I was greatly surprised at receiving a letter from General Seymour, dated the 17th, (letter marked H,) stating that he intended to advance without supplies, in order to destroy the railroad near the Suwanee river, 100 miles from Jacksonville.

I at once despatched General Turner, my chief of staff, to Jacksonville to stop the movement. He was the bearer of a letter to General Seymour, (letter enclosed marked I.) Upon arriving at Jacksonville, after considerable delay, due to the inclemency of the weather, he learned that General Seymour was engaged with the enemy in front near Olustee, 48 miles from Jacksonville by railroad.

When I left Jacksonville, on the 15th ultimo, I was entirely satisfied with the success of our operations up to that time. I briefly communicated to you my plans with regard to Florida in my letter of February 13, from which I extract as follows:

"General Seymour's advance has been within four miles of Lake City, but as his instructions were not to risk a repulse, or make an attack when there was a prospect of incurring much loss, he has taken up a position at Baldwin, the junction of the railroad from Jacksonville with the one from Fernandina. He holds also the crossing of the St. Mary's south fork, about twelve miles west of Baldwin.

"I intended to construct small works capable of resisting a *coup de main* at Jacksonville, Baldwin, Pilatka, and perhaps one or two other important points, so strong that 200 or 300 men will be sufficient at each point. Twenty-five hundred men, in addition to the two regiments that have been permanently stationed in the State, (one at St. Augustine and one at Fernandina,) ought to be ample in Florida.

"The artillery captured here will be sufficient for such defensive works as may be deemed necessary.

"I desire to see the lumber and turpentine trade on the St. John's river revived by loyal men; and for that purpose, and to give assurance that our occupation of this river is intended to be permanent, I have written to the Secretary of the Treasury, recommending that the port of Jacksonville be declared open."

Very respectfully, your obedient servant,

Q. A. GILLMORE,
Major General, Commanding.

Major General H. W. HALLECK,
General-in-Chief United States Army, Washington, D. C.

A.

HEADQUARTERS DEPARTMENT OF THE SOUTH,
Hilton Head, S. C., February 5, 1864—9 *p. m.*

GENERAL: You will start your command so, as if possible, to get the bulk of it at sea before daybreak. Steamers that have tows should be started as soon as they are ready. The whole are to rendezvous at the mouth of the St. John's river by daybreak, day after to-morrow morning, the 7th instant. I expect to be there in person at that time, but should I fail from any cause,

you are expected to pass the bar on the Sunday morning's high tide, ascend the river to Jacksonville, effect a landing with your command, and push forward a mounted force as far as Baldwin, at the junction of the two railroads. The armed transport, Harriet A. Weed, has been ordered forward to buoy out the St. John's channel, and there await orders. It is not expected that the enemy have any strong force to oppose your landing. I have sent instructions to Colonel Geiss, commanding at Fernandina, to have the railroad tracks on both roads beyond Baldwin torn up in several places, after the train comes into Jacksonville to-morrow, and to keep the tracks obstructed throughout Saturday night. The object of a prompt advance on Baldwin, and if possible beyond, is to get possession of a train, if one has been brought in by the enemy. The enemy are known to have a small force of infantry and a battery between Jacksonville and Baldwin.

Very respectfully,

Q. A. GILLMORE,
Major General, Commanding.

Brigadier General T. SEYMOUR.

P. S.—I have assigned to you a number of signal officers with organized parties.

Q. A. GILLMORE.
Major General, Commading.

B.

[Telegram.]

JACKSONVILLE, FLORIDA,
February 11, 1864.

General SEYMOUR, beyond Baldwin:

Eight companies of the 54th Massachusetts have been ordered to Baldwin. Do not risk a repulse in advancing on Lake City, but hold Sanderson, unless there are reasons for falling back which I do not know. Please inform me how your command is distributed between here and the south fork of the St. Mary's. Please report by telegraph from Baldwin frequently.

GENERAL GILLMORE.

C.

[Telegram.]

JACKSONVILLE, *February* 11, 1864—10 *p. m.*

General SEYMOUR, by courier from Baldwin:

If your advance meets serious opposition, concentrate at Sanderson and the south fork of the St. Mary's, and, if necessary, bring back Henry to the latter place.

GENERAL GILLMORE.

D.

[Telegram.]

BALDWIN, *February* 11, 1864.

Major General GILLMORE, St. Mary's, 2.30 p. m:

Your telegram just received. Command left for Sanderson. No news yet from Henry. Tilghman is at Baldwin. Two companies of Tilghman here. Fribley at pickets. No negroes come in or anybody else. I will keep you advised promptly. This is the place to fortify.

T. SEYMOUR, *Brigadier General.*

E.

[Telegram.]

SANDERSON, *February* 12, 1864—7 *a. m.*

General GILLMORE: I last night ordered Colonel Henry to fall back to this point. I am destroying all public property here, and shall go back to south fork of St. Mary's as soon as Henry returns. I have not heard from him since last night, when he was seven miles this side of Lake City. I hope he will be in this morning. I am sending a regiment out to meet him. Sanderson cannot be fortified to advantage. I would advise sending Fribley's regiment to Pilatka, and to make it a point to hold permanently.

T. SEYMOUR.

F.

[Telegram.]

JACKSONVILLE, *February* 12, 1864.

General SEYMOUR, by courier from Baldwin:

I want your command at and beyond Baldwin concentrated at Baldwin without delay. I have information of a mounted force that may trouble your right flank by fording the St. Mary's river. When we landed here they were eighty miles from Baldwin, on the Albany and Gulf railroad. You should have scouts well out on your front and right flank. I have sent word to Colonel Tilghman to be on the alert. I think Fribley had better move forward and join you, but you must judge. The locomotive has not arrived yet.

GENERAL GILLMORE.

G.

SANDERSON, *February* 13, 1864.

GENERAL: To leave the south fork of the St. Mary's will make it impossible for us to advance again. I have no apprehension of the force you mention. If you can push a part of Geiss's force to King's ferry, supported by gunboats, there need be no danger from anything but annoyance.

Henry will go where I have already mentioned. I would like to see you at Baldwin, if you can come up.

All goes well here, and there are several operations of importance that can be effected, upon which I should like to consult you.

T. SEYMOUR.

H.

HEADQUARTERS DISTRICT OF FLORIDA,
February 17, 1864.

GENERAL: The excessive and unexpected delays experienced with regard to the locomotive, which will not be ready for two days yet, if at all, have compelled me to remain where my command could be *fed;* not enough supplies could be accumulated to permit me to execute my intentions of moving to the Suwanee river. But I now propose to go without supplies, even if compelled to retrace my steps to procure them, and with the object of so destroying the railroad, near the Suwanee, that there will be no danger of

carrying away any portion of the track. All the troops are, therefore, being moved up to Barber's, and, probably, by the time you receive this, I shall be in motion in advance of that point.

That a force may not be brought from Georgia (Savannah) to interfere with my movements, it is desirable that a display be made in the Savannah river; and I therefore urge that, upon the reception of this, such naval force, transports, sailing vessels, &c., as can be so devoted may rendezvous near Pulaski, and that the iron-clads in Warsaw push up with as much activity as they can exert. I look upon this as of great importance, and shall rely upon it as a demonstration in my favor.

There is reason to believe that General Hardee is in Lake City now, possibly in command, and with some force at his disposal; but nothing is visible this side of Sanderson. Saddles, &c., for mounting the 7th New Hampshire as rapidly as possible are needed here, and I shall send a portion of that regiment to this point as soon as it can be spared, subsequent to my advance. I have sent for the 24th Massachusetts, entire, to come to this point. The 10th Connecticut (eight companies) to remain at St. Augustine; two companies to go to Picolata. I shall not occupy Pilatka or Magnolia at this moment; when I do, portions of the 24th Massachusetts will be sent from Jacksonville. The 55th Massachusetts will remain here for the present, or until the 24th relieves it. The 2d South Carolina and 3d South Carolina are at Camp Shaw (late Finnegan) for instruction and organization. The 1st North Carolina will be left at Baldwin, detaching three companies to Barber's. Colonel Barton will have the 47th, 48th, and 115th. Colonel Hawley will have the 7th Connecticut, 7th New Hampshire, and 8th United States colored. Colonel Montgomery, the 3d United States and the 54th Massachusetts. Colonel Henry, the cavalry and Elder's battery. Captain Hamilton, the artillery. As soon as possible Metcalf's section will be sent back; at present I should like to use it. Colonel Geiss is ordered to keep six companies in motion from Fernandina constantly, and at least five days out of seven (every seven) toward and beyond Camp Cooper. Nothing appears to have been done upon the locomotive while at Fernandina, so it is reported to me. The prompt use of a locomotive and of a printing press with this movement were of the most vital importance, and will continue so to be. I trust both will soon be economized.

And I am, very respectfully, your obedient servant,

T. SEYMOUR,
Brigadier General, Commanding.

Brigadier General S. W. TURNER,
Chief of Staff.

Send me a general for the command of the advanced troops, or I shall be in a state of constant uncertainty.

T. S.

I.

HILTON HEAD, S. C., *February* 18, 1864.

I am just in receipt of your two letters of the 16th and one of the 17th, and am very much surprised at the tone of the latter and the character of your plans as therein stated You say that by the time your letter of the 17th should reach these headquarters, your forces would be in motion beyond Barber's, moving towards the Suwanee river, and that you shall rely upon my making a display on the Savannah river "with naval force, transports, sailing vessels," and with iron-clads up from Warsaw, &c., as a demonstra-

tion in your favor, which you look upon "as of great importance." All this is upon the presumption that the demonstration *can and will* be made, although contingent not only upon my power and disposition to do so, but upon the consent of Admiral Dahlgren, with whom I cannot communicate in less than ten days. You must have forgotten my last instructions, which were, for the present, to hold Baldwin and the St. Mary's south prong as your outposts to the westward of Jacksonville, and to occupy Pilatka and Magnolia, on the St. John's.

Your project distinctly and avowedly ignores these operations, and substitutes a plan which not only involves your command in a distant movement without provisions, far beyond a point from which you once withdrew on account of precisely the same necessity, but presupposes a simultaneous demonstration of "*great importance*" *to you* elsewhere, over which you have no control, and which requires the co-operation of the navy.

It is impossible for me to determine what your views are with respect to Florida matters, and this is the reason why I have endeavored to make mine known to you so fully. From your letter of the 11th instant, from Baldwin, (a very singular letter, by the way, and which you did not modify or refer to at all when you afterwards saw me,) I extract as follows:

"I am convinced that a movement upon Lake City is not, in the present condition of transportation, advisable, and indeed that what has been said of the desire of Florida to come back now is a delusion. This movement is in opposition to sound strategy," &c. And again: "The Union cause could have been far more benefited by Jeff. Davis having removed this railroad to Virginia than by any trivial and non-strategic success you may meet." "By all means, therefore, fall back to Jacksonville."

So much from your letter of 11th; and yet five days later you propose to push forward, without instructions and without provisions, with a view to destroying the railroad which you say it would have been better for Jeff. Davis to have got; and, furthermore, you say in your letter of the 16th: "There is but little doubt, in my mind, (but) that the people of this State, kindly treated by us, will soon be ready to return to the Union; they are heartily tired of the war."

As may be supposed, I am very much confused by these conflicting views, and am thrown into doubt as to whether my intentions with regard to Florida matters are fully understood by you. I will, therefore, re-announce them briefly:

1st. I desire to bring Florida into the Union under the President's proclamation of December 8, 1863. As accessory to the above—

2d. To revive the trade on the St. John's river.

3d. To recruit my colored regiments and organize a regiment of Florida white troops; and,

4th. To cut off in part the enemy's supplies drawn from Florida.

After you had withdrawn your advance, it was arranged between us at a personal interview, that the places to be permanently held for the present would be the south prong of the St. Mary's, Baldwin, Jacksonville, Magnolia, and Pilatka, and that Henry's mounted force should be kept moving as circumstances might justify or require. This is my plan of present operations. A raid to tear up the railroad west of Lake City will be of service, but I have no intention to occupy *now* that part of the State.

Very respectfully, &c.,

Q. A. GILLMORE.

Brigadier General T. SEYMOUR,
Commanding District of Florida, &c.

The foregoing comprises all the information in the possession of this department in relation to the military operations in Florida referred to in your note. But it may be proper to add that the military operations projected by General Gillmore being communicated to the President, they presented, in his judgment, a favorable occasion for carrying into effect the measures of amnesty declared in his annual message. With that view, his private secretary was sent to General Gillmore, with the forms, registers, and certificates prepared for persons returning to their allegiance in the loyal States, and with instructions, the nature of which is exhibited in the following letter of the President to General Gillmore, the general's reply, and the order No. 16, issued by General Gillmore "in pursuance of those instructions."

EXECUTIVE MANSION,
Washington, January 13, 1864.

I understand an effort is being made by some worthy gentlemen to reconstruct a loyal State government in Florida. Florida is in your department, and it is not unlikely that you may be there in person. I have given Mr. Hay a commission of major, and sent him to you with some blank books and other blanks to aid in the reconstruction. He will explain as to the manner of using the blanks, and also my general views on the subject. It is desirable for all to co-operate; but, if irreconcilable differences of opinion shall arise, you are master. I wish the thing done in the most speedy way possible, so that, when done, it lie within the range of the late proclamation on the subject. The detail labor, of course, will have to be done by others; but I shall be greatly obliged if you will give it such general supervision as you can find consistent with your more strictly military duties.

Yours, very truly,

A. LINCOLN.

Major General GILLMORE.

HEADQUARTERS DEPARTMENT OF THE SOUTH,
Hilton Head, South Carolina, January 30, 1864.

DEAR SIR: I have the honor to report that the blank books and other blanks to be used in the initiatory steps for the restoration of the State of Florida to her loyalty have been received by Major Hay, and he has been ordered to enter upon the special duties assigned to him without delay.

From the general tenor of your instructions to me, contained in the letter brought by Major Hay, and from conversations with that officer, I am led to the impression that no additional directions will be given to me upon the subject, and that I am expected to initiate, guide, and control such measures as may be necessary, under the Presidential proclamation of December 8, 1863, to restore the State of Florida to its allegiance.

The plan now being pursued by General Banks in Louisiana impresses me very favorably, and can, doubtless, in its principal features, be both easily and speedily applied in Florida.

If there are any further instructions for me I respectfully request that they may be communicated to me as early as possible.

I am, very respectfully, your obedient servant,

Q. A. GILLMORE,
Major General Commanding.

His Excellency the PRESIDENT OF THE UNITED STATES.

General Orders, No. 16. } HEADQUARTERS DEPARTMENT OF THE SOUTH, *Hilton Head, South Carolina, January* 31, 1864.

In accordance with the provisions of the Presidential proclamation of pardon and amnesty, given at Washington on the 8th day of December, in the year of our Lord one thousand eight hundred and sixty-three, and in pursuance of instructions received from the President of the United States, Major John Hay, assistant adjutant general, will proceed to Fernandina, Florida, and other convenient points in that State, for the purpose of extending to the citizens of the State of Florida an opportunity to avail themselves of the benefits of that proclamation by offering for their signature the oath of allegiance therein prescribed, and by issuing to all those subscribing to said oath certificates entitling them to the benefits of the proclamation.

Fugitive citizens of the State of Florida within the limits of this department will have an opportunity to subscribe to the same oath and secure certificates in the office of the post commander at Hilton Head, South Carolina.

By command of Major General Q. A. Gillmore.

ED. W. SMITH,
Assistant Adjutant General.

Official:

JOHN HAY,
Assistant Adjutant General.

No other orders or instructions than the foregoing, in relation to the subject of your inquiry, are on file in this department, or within my knowledge.

Your obedient servant,

EDWIN M. STANTON,
Secretary of War.

Hon. B. F. WADE,
Chairman of the Joint Committee on the Conduct of the War.

NAVY DEPARTMENT, *March* 7, 1864.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, stating that you are instructed by the "joint committee on the conduct of the war" to forward to me a copy of the resolution adopted by the Senate on the 2d inst., and to request that the committee be furnished with such information upon the subject as may be in my possession. The resolution directs the committee to inquire into "the causes of and circumstances attending the recent military expedition into Florida; with whom the expedition originated; for what purpose it was undertaken; and what were its results," &c.

This department is unable to inform the "committee on the conduct of the war" of "the causes of and circumstances attending the recent military expedition into Florida," further than has been communicated through the report of Rear-Admiral Dahlgren, dated the 15th instant, an extract from which is herewith enclosed.

It may be proper to remark that the officers in command of our squadrons have general instructions to co-operate, as far as is practicable, with the military officers, and to render them such assistance as may be in their power consistent with other duties committed to them. Rear-Admiral Dahlgren appears to have exercised this discretionary power efficiently and discreetly on the application of General Gillmore, but he does not appear to have been consulted or advised with regard to the expedition until after it

was decided upon and the force was about to proceed to its destination This department has had no official information on the subject except such as it received from the despatches of Rear-Admiral Dahlgren.

I have the honor to be, sir, your obedient servant,

GIDEON WELLES,
Secretary of the Navy.

Hon. B. F. WADE,
Chairman "Joint Committee on the Conduct of the War," Washington.

[Despatch No. 54.]

FLAG-STEAMER PHILADELPHIA,
Port Royal Harbor, South Carolina, February 15, 1864.

SIR: On Friday, the 5th instant, I received a letter from General Gillmore, by his aide-de-camp, stating that he was "about to throw a force into Florida, on the west bank of the St. John's river, and desired my assistance very much."

As the general had expressed a wish, at the last interview, for my presence, I lost no time in making arrangements accordingly.

The Mahaska, Dai-Ching, and Water Witch were ordered to the St. John's, and in the evening I myself left. Previous to doing so I assigned Commodore Rowan charge of the blockade at Charleston.

Stopping at Port Royal I had an interview with General Turner, chief of staff to General Gillmore, and reached the St. John's river on Monday about 8 o'clock. General Gillmore was just crossing the bar, as well as a number of transports. I passed in on board the Oleander, and General Gillmore came alongside to confer.

Soon after, I went up the river in the Mahaska, and General Gillmore followed in a steamer carrying troops, which were passing up rapidly. The Ottawa and Norwich had conveyed the van to Jacksonville; the Water Witch and Dai-Ching were waiting high water to cross the bar.

On Tuesday I reached Jacksonville, and learned from General Gillmore that the troops were advancing rapidly, the rebels not making a stand.

The Norwich was the first to pass up the river, preceding the land force of General Seymour, and after witnessing his landing at Jacksonville, moved very promptly above the town and cut off the escape of a steamboat (the St. Mary's) which had been watching an opportunity for some time to escape with a load of cotton; whereupon, the rebels burned the cotton and sank the steamboat. I have directed that every effort shall be made to raise her, but to destroy her if any danger should arise of reverting to the rebels.

On Wednesday evening General Gillmore advised me that General Seymour had got some fifty miles into the interior without resistance.

Seeing no further need of my presence at Jacksonville, and not wishing to be absent from Charleston so long, I informed General Gillmore accordingly, and that I would leave three gunboats, Mahaska, Ottawa and Norwich, under an experienced officer, Commander Creighton. He answered that the force would be ample, and acknowledged the action of the navy, (copy enclosed, marked A.) At this time these three gunboats were at anchor off the town, together with the Dai-Ching and Water Witch, also the tugs Oleander and Dandelion. The Pawnee arrived on the 10th, and remained below.

On the 12th I left in the Oleander, the Dai-Ching and Water Witch having already dropped down to the mouth of the river, where was the Pawnee.

Next day I crossed the bar and steamed for Port Royal, leaving orders for the Pawnee, Dai-Ching and Water Witch to proceed to other stations.

In this instance the *presence* of the navy was all that was required. The senior commanders, Balch, Creighton, Breeze, Pendergrast, Chaplain and Merriam, exhibited the most gratifying promptness.

* * * * * * * * *

Very respectfully, your obedient servant,

JNO. A. DAHLGREN, *Rear-Admiral,*
Commanding South Atlantic Blockading Squadron.

Hon. GIDEON WELLES,
Secretary of the Navy, Washington, D. C.

A.

ON BOARD STEAMER B. DEFORD,
Jacksonville, Florida, February 10, 1864.

ADMIRAL: I received, some miles from here, your letter stating that you intend to leave this locality, and that three gunboats would remain in the St. John's. That force is ample. The enemy will not make any resistance in East Florida for the present. They are panic-stricken. My advance will be fifty miles from this place to night. We have taken eight good field-pieces, well supplied with ammunition, a number of cars, a large quantity of cotton, and other valuable property. I am very busy, or I would come and see you. I shall return to Hilton Head on Saturday next.

Please accept my thanks for the prompt co-operation afforded me, and believe me your obedient servant,

Q. A. GILLMORE, *Major General.*

Rear-Admiral J. A. DAHLGREN,
Commanding South Atlantic Blockading Squadron, St. John's river.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 48.

IN THE SENATE OF THE UNITED STATES.

APRIL 12, 1864.—Ordered to be printed.

Mr. HARLAN made the following

REPORT.

[To accompany bill S. No. 228.]

The Committee on Public Lands, to whom was referred the petition of C. Mollohan, of Gallipolis, Ohio, praying that additional time may be given for the location of certain land warrants, have had the same under consideration, and report the same back with the accompanying bill.

The reasons which induce the committee to recommend relief are set forth in letters of the Commissioner of the General Land Office, hereto appended and made a part of this report.

GENERAL LAND OFFICE, *March* 21, 1864.

SIR: I am in receipt of the letter *or petition* of C. Mollohan, esq., asking an extension of time for the location of war of 1812 warrants, referred by you to this office on the 16th instant.

In reply, I have the honor to state that this office has, in several annual reports, advised and recommended the passage of an act for this purpose. In the report of ours for 1863, page 8, the following language is used, viz:

"*Warrants for services in the Revolution and in the war of* 1812.—The act of 23d June, 1860, (*Statutes*, vol. 12, p. 90, chap. 202,) limits the period for the location of such warrants to 23d June, 1863, which limitation should be repealed, these being outstanding obligations which should be satisfied. The authority, also, for the issue of these classes of warrants, as conferred by the act of 8th February, 1854, (vol. 10, page 267, chap. 10,) expired by limitation on the 26th June, 1858, and should be extended in view of the meritorious military services which were rendered."

I present herewith a copy of a communication addressed to the Hon. W. R. W. Cobb, of the Committee on Public Lands in the House of Representatives, April 5, 1858, which fully explains the opinions of this office in regard to the subject-matter.

In accordance with your request, I have the honor to submit a "*draught of bill*" which will accomplish the desired object.

The letter of Mr. Mollohan is herewith returned.

I am, very respectfully, your obedient servant,

J. M. EDMUNDS, *Commissioner.*

Hon. JAMES HARLAN,
Chairman of Committee on Public Lands, U. S. Senate.

P. S.—Should the provisions of the enclosed "draught of bill," or any similar one, become law, the interests involved would be, comparatively, very small, though all the cases known to the office are meritorious.

APRIL 5, 1858.

SIR: Will you allow me to call your attention to the fact that the act of Congress entitled "An act giving further time for satisfying claims for bounty lands, and for other purposes," approved February 8, 1854, *expires by limitation on the 26th of June*, 1858; and to state that, as an act of justice and equity, it ought to be *indefinitely renewed*, in accordance with the *repeated recommendations* of this office, as mentioned and set forth in my annual reports.

The act in question authorizes the issue and location of *war of* 1812 *and United States revolutionary warrants;* and, unless it is renewed, no further warrants for either of the above services can be issued or located *after* the said 26th day of June, 1858; or if issued *before* that period, cannot be located afterwards.

In my opinion, this act ought to be *revived and extended*, without limitation, for the following reasons, viz:

1st. The claimants for service performed in the war of the Revolution and war of 1812 have, unquestionably, *to say the least*, as strong a demand upon the bounty of the general government as those claiming under subsequent bounty land laws; for the claim of the former thereto is based upon an enlistment and service *for during the war or five years' continuous service;* whereas the subsequent acts of Congress granting land bounty, without reference to the time of application for the warrant or issue of the patent, apply *to all classes of persons* who have served during various wars without regard to the duration of service, except for comparatively short periods of time, viz., *fourteen days, &c.*

2d. The provisions of the legislation heretofore had in relation to granting bounty land for service in the war of the Revolution, and that of 1812, differ from those of subsequent acts *in respect to the beneficiaries* thereof, when the party performing the service *dies prior to the receipt of the promised gratuity* of land, for, by existing law, which is operative only *until* the 26th of June, 1858, in case of the death of a soldier, &c., of the war of 1812, or of the Revolution, prior to the issuing of a warrant or patent to him for his services, the benefits thereof result to his "*heirs-at-law or legal representatives;*" whereas the subsequent acts, granting land bounty under similar circumstances, direct the issue of warrants or patents *to the widow or minor children* of the deceased soldier, &c.

3d. Again, after the act has expired authorizing the location of this class of warrants, *as was the case after the time of limitation fixed by the act of Congress approved June* 26, 1848, *upon the same subject-matter*, many of these warrants will be outstanding and unsatisfied; and parties being in ignorance of the *special and peculiar legislation* prohibiting their location, will be induced to purchase, and the warrants will be received for the same reasons by the local land offices and their location permitted, and when returned to this office, will, of course, *be thrown out and rejected;* this process requiring a *very large correspondence*, and the result will be a *serious loss, inconvenience and injury to innocent purchasers acting in good faith.*

If, upon examination of the subject, the views of the Committee on Public Lands should concur in the foregoing, I will, if so desired, prepare and forward a "*draught of bill*" to accomplish the desired object.

I am, very respectfully, your obedient servant,

THOMAS A. HENDRICKS,
Commissioner.

Hon. W. R. W. COBB,
House of Representatives.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 49.

IN THE SENATE OF THE UNITED STATES.

APRIL 14, 1864.—Ordered to be printed.

Mr. WILKINSON made the following

REPORT.

[To accompany bill S. No. 234.]

The Committee on Indian Affairs, to whom was referred the memorial of Lewis Roberts, having had the same under consideration, report:

The memorialist in this case was owner of the steamer Globe, who was employed by R. G. Murphy, agent of the Sioux Indians in Minnesota, in October, 1855, to convey certain indemnity goods from St. Paul to the Redwood agency, in that State; and while laden with such goods, and having the said agent on board, with his indemnity money, &c., when within ten miles of their place of destination, being, on account of the low stage of water, unable to proceed further by boat, at the direction of the said Indian agent he put the cargo on shore in a safe and suitable place, where it was protected from the weather, and placed under a guard, with the intention of transporting it overland to the agency.

Shortly after the goods were landed, as aforesaid, the prairie was set on fire, and the goods, corresponding with the amount charged in his account, viz: 85 barrels flour, 5 barrels mess pork, 41 kegs lard, and 180 sacks of corn, were burnt before they could be rescued from the flames: whereupon the Indian agent directed Captain Roberts to return to St. Paul and purchase a similar amount of goods, and forward them without delay, as he feared the Indians might give trouble if these goods were not delivered to them in due time. And the agent assured Captain Roberts that he would do all in his power to have him speedily repaid the outlay. The memorialist at once repaired to St. Paul, and out of his own funds purchased the goods and conveyed them overland to the agency. And it is for this advance of money that he brings this claim.

The facts, as set forth in his memorial, under oath, are fully sustained by the testimony.

R. G. Murphy, the Indian agent, states that the accident to the goods was unavoidable, and the purchase to replace them was made by his direction; and he promised the justice and liberality of the government in reimbursing him, as it was important that the Indians should not be disappointed in receiving these goods at the proper time.

Odebon Benoit testifies that he was employed on board the Globe at the time of the accident; when the goods were put ashore he was put in charge of them, and that when the fire occurred he succeeded in rescuing from it all the cargo except the goods charged on Captain Roberts's account.

Edwin Bell testifies that he, too, was employed on board the Globe at the time these goods were lost, and that everything that was done in the premises was done by the direction of the Indian agent, who was present.

Edward McLagan, was clerk of the Globe at the time of this accident, and fully corroborates the testimony of the other witnesses.

Joseph R. Brown, Sioux agent, certifies that Lewis Roberts furnished the goods as charged at great expense to himself, and that the prices at which they are charged were reasonable and just; and William J. Cullen, Indian superintendent, having examined the evidence in this case, states that Lewis Roberts has a just charge for indemnity against the United States, and that Roberts is an honest and honorable man, who would not be a party to an improper transaction.

The committee having fully examined this case are satisfied that it ought to be paid, and accordingly report a bill for his relief, and recommend its passage.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 50.

IN THE SENATE OF THE UNITED STATES.

APRIL 15, 1864.—Ordered to be printed.

Mr. HENDRICKS made the following

REPORT.

[To accompany joint resolution S. No. 8.]

The Committee on Claims, to whom were referred Senate joint resolution No. 8, for the relief of the State of Wisconsin, and the remonstrance of the Milwaukie and Rock River Canal Company, have had the same under consideration, and report, that to a full and correct understanding of the rights of the parties the following statement is necessary:

By an act approved January 5, 1838, the legislature of the Territory of Wisconsin incorporated the "Milwaukie and Rock River Canal Company," with the right to construct, maintain, and continue a navigable canal, or slack-water navigation, from the town of Milwaukie to Rock river, on such route as might be adopted by the company, with a capital stock of one hundred thousand dollars, and with a liability on the part of the subscribers to the stock to pay the same pursuant to the regulations to be prescribed by the directors, and with authority, on the part of the company, to borrow money to prosecute the work. It was required by the charter that the work should be commenced within three years, and completed within ten years, subject to a forfeiture of the right to construct so much of the canal as remained unfinished at the expiration of the latter period. It was also provided in the charter "that the future State of Wisconsin, at any time after its admission into the Union, shall have the right to purchase and hold, for the use of the State, the canal authorized to be constructed, together with all its branches and other improvements, by paying to said corporation the amount actually expended in the construction and repairs of the same, together with such reasonable interest, not more than seven percentum per annum, as may be agreed upon by and between said State and corporation: *Provided, however,* That in case the Congress of the United States shall make an appropriation or donation, either in lands or money, in aid of the construction of the work by this act authorized, the right to the same shall vest in said State whenever the said transfer of the canal shall be made, and the net proceeds of all sales of land, and the amount of all money so appropriated or donated shall be deducted from the amount to be paid to said corporation for the transfer of said works to the State, and the said corporation are hereby authorized to apply to Congress for such appropriation in money or lands to aid in the construction of the works authorized by this act as Congress in its wisdom shall see proper to grant.

Pursuant to said act of incorporation, the "Milwaukie and Rock River Canal Company was organized," and received subscriptions of stock, made collections thereon, and commenced the work; but it is not satisfactorily shown how much work was done, nor what amount of the stock subscribed was paid.

Pursuant to the authority granted by the said act of incorporation, the president and directors of said company did, at the next succeeding session of Congress, present their memorial, setting forth the magnitude and importance of the work, and that in its construction the company was made, by the act of incorporation, the agent for the future State, "rather than a company with permanent rights and privileges," and praying that Congress should make a grant of land to aid in the construction of the work.

Upon that memorial the act of 18th June, 1838, entitled "An act to grant a quantity of land to the Territory of Wisconsin, for the purpose of aiding in opening a canal to connect the waters of Lake Michigan with those of Rock river," was passed, whereby there was granted to said Territory, for said purpose, the alternate sections of the public lands, designated upon the public surveys by odd numbers, for five sections on each side of the canal throughout its entire length, subject to the disposal of the Territorial legislature for such purpose, and for no other purpose; but in said act it was provided that the canal should be commenced within three years, and completed in ten years, "or the United States should be entitled to receive the amount for which any of said lands may have been previously sold, and that the title to purchasers under the Territory should be valid." In said act it was further provided, that when the route of the main canal should be definitely located and established, and a plat thereof transmitted to the General Land Office by the governor, the granted lands should be certified to the governor, and that the same might be sold by the authority of the Territory or State at a price not less than two dollars and fifty cents per acre, and that upon sales and conveyances titles in fee should pass to the purchasers.

It was also further provided, "that whenever the Territory of Wisconsin shall be admitted into the Union as a State, the lands hereby granted for the construction of said canal, or such part thereof as may not have been already sold and applied to that object, under the direction of the Territorial government, shall vest in the State of Wisconsin, to be disposed of under such regulations as the legislature thereof may provide, the proceeds of sale to be applied to the construction of the said canal, or of such part thereof as may not have been completed; and the State of Wisconsin shall be entitled to hold, by virtue of the grant hereby made, as many shares of the stock of the said canal as shall be equivalent to the aggregate of all the sums of money arising from the net proceeds of the sales of the said land and applied to the construction of the canal, anything in the charter of the Milwaukie and Rock River Canal Company to the contrary notwithstanding, and shall be entitled to the same dividends on said stock as any other stockholder; and in the event that the said State shall make no other adequate provision for purchasing out the residue of the stock of the said canal, the dividend of the State stock hereby acquired, and all other proceeds of the sales of the lands hereby granted, shall constitute a fund to be applied to the extinguishment of the claims of all other stockholders until the entire stock vested in the canal shall have been acquired by the State.

After which, and after said State shall have been reimbursed for all expenses incurred out of her own proper funds in the construction and repairs of said canal, no other tolls or charge whatever, for the use or navigation of the said canal shall be levied, except to such amount as may be required to keep the said canal and the works appurtenant thereto in good repair, and provide for the collection of the tolls and the superintendence of said canal: *Provided, moreover.* That no part of the said lands shall be sold for less than two dollars and a half per acre, nor any sale be made until after three months' public notice thereof, and to the highest bidder; but in case such price cannot be obtained therefor within five years from the first sale attempted to be made, it shall then be lawful for the Territorial or State legislature of Wisconsin to reduce the minimum price of the said lands.

SEC. 6. *And be it further enacted,* That the said State of Wisconsin shall be held responsible to the United States, and for the payment into the treasury thereof, of the amount of all moneys received upon the sale of the whole or any part of said lands, at the price at which the same shall be sold, not less than two dollars and fifty cents per acre, if the said main canal shall not be commenced within three years and completed within ten years, pursuant to the provisions of the act creating said canal corporation.

SEC. 7. *And be it further enacted,* That, in order to render efficient the provisions of this act, the legislature of the State to be erected or admitted out of the territory now comprised in Wisconsin Territory, east of the Mississippi, shall give their assent to the same by act to be duly passed.

By an act entitled "An act to provide for aiding in the construction of the Milwaukie and Rock river canal," approved February 26, 1839, the Territorial legislature of Wisconsin provided for the appointment of the necessary officers, and for the management and sale of the granted lands, and for the payment of the proceeds of the lands upon the work as it might progress.

From this statement it appears that the company, when incorporated, was encouraged by the legislature to seek from Congress a grant of land to aid in the work, and that the grant was made upon the memorial of the company, for the benefit of the company and the stockholders, so far as they were interested in the completion of the work; that the Territory was a trustee to hold and dispose of the land to promote the said object of the grant; and that the Territory assumed the trust, and became bound in good faith to its execution. The subscribers to the stock of the company depended upon the completion of the canal for the value of their stock, and so were interested in such a use of the lands as would secure the completion of the work, and any diversion or misappropriation of the grant would be a wrong and injury to the company and the stockholders. Additional force is given this position by the consideration of the fact, that in the act of incorporation it was contemplated that the future State of Wisconsin would become the owner of the entire canal; and the right was reserved to purchase and hold the same for the use of such State, by paying to the corporation the amount actually expended in the construction and repairs of the same, together with interest; and in the land-grant act of Congress it was provided, that in the event that the State should make no other adequate provision for purchasing out the residue of the stock of the canal, then the dividends upon the State stock acquired by the granted land, and all other proceeds of the sale of the granted lands should constitute a fund, and be applied to the extinguishment of the claims of all other stockholders, until the entire stock vested in the canal should have been acquired by the State.

The stockholders thus had a direct interest in the honest execution of the trust by the Territory and State, for it would give value to their stock by the completion of the work, and would furnish a fund out of which they would be paid the amounts expended upon the canal, with interest; and so the canal company and its stockholders were beneficiaries under the trust to the full amount of stock paid in and expended upon the work.

On the 17th day of February, 1842, the Territorial legislature adopted a resolution declaring that all connexion between the Territory and the canal company ought to be dissolved; that the work on the canal ought to be abandoned; and that the Territory ought not further to proceed to execute the office of trustee imposed by the land-grant act of Congress, and praying Congress to grant the lands to the Territory for purposes of internal improvement to be designated by the Territory, and that if Congress should decline so to alter the grant, then that the act of June 5, 1838, making the same, be unconditionally repealed. That resolution, being presented to Congress, was referred to the Committee on Public Lands in the House of Representatives, upon which a report was made to the House by Mr. Howard, which so fully and clearly sets

forth what were then the relations existing between the Territory, the canal company, and Congress, in relation to the granted land, that the committee think it proper to insert the same in this report. It was as follows:

IN THE HOUSE OF REPRESENTATIVES.

May 10, 1842, Mr. HOWARD, from the Committee on Public Lands, submitted the following report.

The Committee on the Public Lands, to whom were referred the memorial of the council and house of representatives of the Territory of Wisconsin, and also a remonstrance of the "Milwaukie and Rock River Canal Company," on the subject of the grant of lands heretofore made to aid in the construction of said canal, beg leave to report:

The importance of the subject referred to them, the proper presentation of the question involved, and the rights and interests of the parties concerned, have induced them to make a careful examination of the several statutes relating to the construction of this canal; and in order to show clearly the grounds upon which they have come to a conclusion adverse to the objects aimed at by the memorialists, they will give a brief history of the legislative action upon the subject.

By an act approved the 5th January, 1838, the Territorial legislature created a private corporation, by the name and style of the "Milwaukie and Rock River Canal Company," conferring upon all such persons as should become stockholders in said company the customary powers, rights, privileges, and franchises possessed by such corporation, and authorizing it "to construct, maintain, and continue a navigable canal or slack-water communication, from the town of Milwaukie to Rock river, on such route and of such dimensions, and to terminate at such point, as should be determined on by such corporation."

The capital stock was to be $100,000, but might be increased to a sum not exceeding $1,000,000, "under the direction of the directors of said corporation."

The act also required the corporation to commence the work in three years from the time of its passage, in default whereof the privileges granted by the charter were declared to be forfeited. It also authorizes the company to erect toll-houses, and collect such tolls as should, from time to time, be prescribed by the Territorial or the State legislature, and to borrow any sum of money which might in their discretion be necessary for the prosecution of the work.

It expressly declares, (section 23,) "That the future State of Wisconsin, at any time after its admission into the Union, shall have the right to purchase and hold, for the use of the State, the canal herein authorized to be constructed, by paying to the said corporation the amount actually expended in the construction and repairs of the same, together with interest not exceeding seven per cent: *Provided, however,* That in case the Congress of the United States shall make any donation, either in land or money, in aid of the construction of the work by this act authorized, the right to the same shall vest in said State whenever the said transfer of the said canal shall be made; and the net proceeds of all sales of land, and the amount of all money so appropriated or donated, shall be deducted from the amount to be paid to the said corporation for the transfer of said works to the State. And the said corporation is hereby authorized to apply to Congress for such an appropriation, in money or lands, to aid in the construction of the works authorized by this act, as Congress in its wisdom shall see proper to grant."

This reservation to the *State* of Wisconsin to purchase out the rights of the company constitutes the only limitation to the duration of the privileges granted by the charter, and until their rights are thus extinguished, it is plain that the legislative authority cannot divest the company of the rights thus granted.

In pursuance of this charter a company was formed and organized, and in the spring of 1838 the president and directors presented to Congress a respectful and able memorial, praying that a grant of land might be made for the benefit of this canal, similar to sundry grants of land heretofore made to aid the States of Ohio, Indiana, and Illinois, in the construction of canals in those States.

This application was favorably considered by Congress, and on the 18th of June, 1838, an act was approved which "granted to the Territory of Wisconsin, for the purpose of aiding in opening a canal to unite the waters of Lake Michigan, at Milwaukie, with those of Rock river, between the point of intersection with said river of the line dividing townships seven and eight and the Lake Koshkonong, all the land heretofore not otherwise appropriated or disposed of in those sections and fractional sections which are numbered with *odd* numbers on the plats of the public surveys, within the breadth of five full sections, taken in north and south or east and west tiers, on each side of the main route of said canal, from one end thereof to the other, and reserving the even numbered sections to the United States," and declaring that "the land so granted, to aid in the construction of said canal, shall be subject to the disposal of the legislature of the Territory, for the purpose aforesaid, and for no other." The act then proceeds to direct that, "as soon as the main route of the canal should be definitely located and established, agreeably to the act of the legislature of said Territory, incorporating the Milwaukie and Rock River Canal Company," the governor of the Territory should transmit a plat of the route to the Commissioner of the General Land Office, who was required to ascertain the particular lands granted, and transmit a list of the same to the governor, who, or some other person duly authorized by the Territorial legislature, or State legislature, after the admission of the State into the Union, was empowered to "sell the whole or any part of the land so granted, at a price not less than $2 50 an acre, and to give title in fee simple therefor."

The remaining or *even* sections reserved to the United States were exempted from the pre-emption right, and were not to be sold at less than $2 50 per acre; and in case the sum of $2 50 per acre could not be obtained for the *odd* sections within five years from the first sale attempted to be made, the Territorial or State legislature was authorized to reduce their minimum price.

The act also expressly gives the assent of Congress to the charter granted by the Territorial legislature to the Milwaukie and Rock River Canal Company, subject to the following modifications:

First. "That whenever the Territory of Wisconsin shall be admitted into the Union as a State, the lands hereby granted for the construction of the said canal, or such parts thereof as may not have been already sold and applied to that object under the direction of the Territorial government, shall vest in the State of Wisconsin, to be disposed of under such regulations as the legislature thereof shall provide, the proceeds of sales to be applied to the construction of said canal, or of such parts thereof as may not have been completed; and the *State* of Wisconsin shall be entitled to hold, in virtue of the grant hereby made, as many shares of the stock of the said canal as shall be equivalent to the aggregate of all the sums of money arising from the net proceeds of the sales of the said lands, and applied to the construction of this canal, anything in the charter of the Milwaukie and Rock River Canal Company notwithstanding, and shall be entitled to the same dividends on said stock as any other stockholder, and in the event that the said State shall make no other adequate provision for purchasing out the residue of the stock of the said canal, the dividends of the State stock hereby acquired, and all other proceeds of the sales of the lands hereby granted, shall constitute a fund, and be applied to the extinguishment of the claims of all other stockholders, until the entire stock vested in the canal shall have been acquired by the State;" and

Second. "That in estimating the principal sum and interest to be paid by

the said *Territory*, or the future State of Wisconsin, to the stockholders of said canal, a credit shall be given to the Territory or State for all dividends received by said stockholders prior to the extinguishment of their interest in the said canal, in the mode provided for in the 23d section of said act of incorporation."

It is to be observed that neither the charter, nor the act of Congress approving it, gives to the *Territory* any power to purchase out the corporate rights of the company without its consent. That power is plainly reserved to the *State* of Wisconsin when it shall be admitted into the Union; but, until that contingency shall happen, the local legislature can exercise no control whatever over the company, except in prescribing the *tolls* which they may collect—a reservation of power sufficient to guard the public against any abuse or exaction arising from the private interests of the stockholders. It would, perhaps, be competent for the Territory, under the last-recited clause of the act of Congress, to enter into a contract with the company for the purchase of their franchises; but the language of that clause does not, in the opinion of the committee, warrant the inference that the Territory, as such, may, upon its own terms and against the will of the company, demand a surrender of their chartered rights. Nor is the Territory invested with the rights of a stockholder in the company. It is not authorized to be represented in the board of directors, nor to acquire any pecuniary interest whatever in the property of the company without their consent. This authority is expressly reserved, by the charter and by the act of Congress, to the "State of Wisconsin"—a party not yet in existence. And it is clear, both from the charter and the act approving it, that the grant of land was to enure to the benefit of the company, for the specific purpose of "aiding in the construction of the canal." In creating this fund, Congress thought proper to intrust its management and application, in the first instance, to the Territory, and afterwards to the State, granting to the latter far more ample powers than to the former, but still making it imperative upon the trustee to apply it to that object, and to no other.

In pursuance of the above-mentioned act of Congress and the charter of the company, the route of the canal was laid out, being about fifty-two miles in length, the requisite plats prepared, and the *odd* sections designated. The number of acres embraced in the grant is about 150,000, of which the Territory has sold 42,447 acres to settlers, on a liberal credit; and being authorized by the act to borrow money on a pledge of the lands granted, the Territory has exercised that authority also, but to what extent does not appear. The amount which it has actually applied to the work is, according to the memorial before the committee, $14,604 50. The stockholders also have expended considerable sums in the prosecution of the work, and have defrayed all the incidental expenses of the undertaking.

The legislature of the Territory now complain that all hopes of the construction of the canal are abandoned by its friends; that it is seen to be a work far beyond the resources of the canal company or of the Territory; that the "so-called" grant has been imposed upon the Territory *without her consent*, and has greatly retarded the settlement of a large region of the finest country; has imposed upon the early settlers of that region an intolerable burden, and become the fruitful source of political strife and vexatious legislation; and conclude by a series of resolutions asking that all connexion of the Territory with the company may be dissolved, the work abandoned, the office of trustee abrogated, so far as the Territory is concerned, and requesting Congress to *repeal* so much of the act of the 18th June, 1838, as directs the application of the funds and prescribes the conditions of the grant; and that the same lands may be ceded to the Territory or State of Wisconsin for purposes of internal improvement to be designated by the Territory, subject to the approval of Congress—the lands to be sold by the Territory at not less than $1 25 per acre. Or, should Congress decline this arrangement, they are requested to repeal the act of cession uncon-

ditionally, and to sell all the lands not disposed of by the Territory upon the usual terms, and to discharge all purchasers under the Territory who are still indebted for their lands, upon their paying for them, at the proper land office, at the rate of $1 25 per acre. They also request Congress to provide for a repayment of the excess price paid by the purchasers of the even-numbered sections which have been sold at $2 50 per acre.

Against this proposed repeal and revocation of the grant, the company earnestly remonstrate. They state that it was through their exertions alone, and at their expense, that the benefits of the grant were secured to the Territory; that the latter has incurred no debt or risk in respect to the work; that they themselves were induced, by the authority given them in their charter, to incur this expense, not for any direct advantage which would accrue to the company from the grant itself, but from the advantage which they would derive from that source in the accomplishment of the work, for which they had not otherwise adequate means; and that it was under the faith of the act of Congress making the grant that they unhesitatingly invested their means in the work. The committee append a copy of the memorial and of the remonstrance.

The committee do not conceive that the expediency of the undertaking contemplated in the charter is a question into the merits of which they are called upon to inquire. They presume that Congress and the Territorial legislature acted upon good and sufficient reasons in authorizing it. If the work be, in truth, of that hopeless and unprofitable character given it by the present memorial, it is perhaps not assuming too much to say that the private stockholders will be among the first to make the discovery, and to act according to the dictates of prudence.

Nor can the committee conceive upon what grounds the memorialists allege that this "so-called grant was imposed upon the Territory without her consent." The Territorial act creating the corporation expressly authorized the company to apply to Congress for such an appropriation in land, to aid in the construction of the canal, as Congress in its wisdom should see proper to grant.* Upon the application thus authorized, Congress made the grant, and created the Territory a trustee for the administration of the fund supplied by it. This trust was accepted by the legislature of the Territory, who, by their act of February 26, 1839, duly approved by the executive branch of their government, provided for the sale of these lands, appointed a board of commissioners to superintend the sales, and authorized the governor of the Territory to issue patents to the purchasers, (Territorial laws 1838–'39, p. 29,) and this act was passed even *before* the governor of the Territory had received from the General Land Office notice of the designation of the particular lands granted. The committee conceive that this ground of complaint is not only impossible in itself, but that all color or pretence for it is negatived by the public acts of the Territory.

A more important question arises. The company have refused their assent to this proposition of the Territorial legislature; and the inquiry presents itself whether, without that assent, the federal government can rightfully exercise the supposed power of repealing the act of cession. From the recitals made above from the charter, and from the act of June 18, it is manifest that the company have an interest in the proceeds of the lands. They constitute an estate in trust, the use of which is to be enjoyed by the company under its charter. The Territory, as a party, can assert no beneficial or pecuniary interest in the fund: its character is entirely fiduciary, and its rightful action can only be in subordination to the objects authorized by the charter. This grant was made for the sole purpose of aiding the company in opening the canal. To this aid, to this pecuniary benefit, they have an undoubted right. If the trustee discharge the duties which it has voluntarily assumed, if it proceed to sell the lands and expend the proceeds, conjointly with the funds of the company, in completing the work, as it is bound to do, it adds greatly to the profits of the company, who

are plainly entitled to receive the accruing dividends; and it is the right to the employment of this fund in prosecuting this public improvement, and making it valuable to them—a private, pecuniary right, springing from an executed contract by the United States—that, in the opinion of the committee, erects an insuperable barrier to the repeal of the law without the consent of the company. The present case differs from any other which has come to the notice of the committee, where Congress has made grants of land to aid in opening roads and canals. The grants made to the States of Ohio, Indiana, and Illinois for those objects were directly to the State, and for the use and benefit of the State, and of no other party. The use of the fund was a *public* use, and the profits pertained to no particular individual. And yet the doctrine that Congress might, at will, resume these grants, or evict the tenants entering under the State authority, or exercise any act of ownership over the ceded lands, was, it is believed, never urged or thought of by any intelligent person. The grant in the present case, though not directly to, is for the benefit of, private persons. It is complete, and, like other grants, amounts to an extinguishment of the title of the grantor, and implies a contract not to reassert it. It stands as an estoppel against any claim by the United States to withdraw its benefits from the company. As long as that company is in legal existence, its right to the use of this fund, subject to its charter and to the terms of the cesssion, must endure. The government is not exempt from the obligation of good faith, and it is bound to see that its contracts are made effectual.

It may, indeed, be true, that in case the Territory shall refuse to execute this trust, the company will be without a remedy before any judicial tribunal. But this cannot impair their rights; and Congress might undoubtedly remedy the defect whenever the case should arise. The committee cannot, however, for a moment doubt the good faith of the Territory in the performance of this trust. From what they can learn, they are persuaded that the construction of this canal will be of great advantage to that young and enterprising community. It is believed, also, that not only the agricultural and mineral interests of Wisconsin and Illinois, but the commercial interests of all the towns bordering upon the lakes, will be essentially advanced by it. But however this may be, the committee cannot suffer themselves to believe that the legislature of the Territory would deem any temporary, local, and uncertain advantage which may be supposed to flow from a revocation of this trust a counterpoise to the evils resulting from an example so indicative of bad faith on the part of the government. Such an act might possibly leave the company without remedy by ordinary process of law, but it could not strip them of their rights under the grant. The principles of justice endure, though the forms of positive law may be changed; and the obligation of contracts remain, even though there be no known means to compel its observance. Governments enter into solemn compacts with each other and with private individuals, though the high functions with which society has clothed them, involving the security, the prosperity, and the preservation of society itself, do not allow of their being required to answer for supposed delinquencies at any judicial tribunal; yet this exemption has never been construed as implying an absence of obligation in their contracts, or any power to infringe or impair the vested rights of those with whom the engagement was contracted. Such a principle is justly abhorrent to the moral feelings of men, and, if practiced by governments, justly exposes them to the condemnation and scorn of the world. If the sacredness of contracts may be disregarded by the highest power in the State, there remains to society no sufficient guarantee for its continuance; and the citizen, despising as an idle mockery the forms of protection, must soon resort to the right of the strongest as the only means of acquisition and of safety. Because the contract was entered into by government, it does not the less imply a right and a corresponding obligation; and though there may be no direct and available remedy for a breach

of the obligation, yet public law, the universal and moral sentiment of mankind, imposes the obligation, and demands that the engagement be kept.

It has been urged that the Territory is constituted a stockholder in the capital stock of the company; and the inference is sought to be drawn, that it may refuse to contribute its quota to the prosecution of the work. Neither the fact nor the inference can be admitted. There is not, as the committee have already remarked, any provision in the act of Congress or in the charter authorizing the Territory to become a stockholder; and even if it were, it could not, without express law, interpose its power to extinguish the privileges of the company, or divest them of the benefits arising from the use of the trust fund. That use is one of the franchises of the company, secured to them by the act of Congress, and cannot rightfully be denied them.

But Congress is asked not only to revoke this grant, but to annul the contracts already entered into by the purchasers of the canal lands for the payment of a large amount of money, which, by the terms of the grant, are required to be applied to the construction of the canal. In these securities, also, the company have a direct pecuniary interest, and the same arguments which bear against the proposition to repeal the act of cession are equally forcible when applied to this. The character of a trust attaches to the fund, in whatever shape it may exist, and, without the consent of the company, Congress cannot interfere. No complaint has hitherto been made, either by States or settlers, founded on the increased price of such lands. The public have rather been inspired with a feeling of gratitude for the munificence of the government in affording the aid, and it has been thought that the enhancement of the value of the lands, both public and private, by the construction of the improvement, fully counterbalanced the slight inconvenience of the increase in price. And when the Territorial legislature pronounces this increase an "intolerable burden," the committee, though they impute no sinister views, cannot resist the conviction that some feeling other than a scrupulous regard for private rights must have prompted the declaration.

As to so much of the memorial as requests Congress to refund to the several purchasers the excess price of the even-numbered sections, the committee think it inexpedient to disturb the settled policy of the government on that subject; and having come to the conclusion that Congress cannot rightfully interfere in respect to the other tracts, it would be manifestly unjust to the purchasers under the Territory, as well as to the public at large, who have an interest in the construction of the canal, to create a preference in favor of the purchaser under the United States, either by a reimbursement of money or a reduction of the price of the land. Nor has it been usual for the government to refund the purchase money or any part of it, where there has been no error, mistake, or fraud committed in the sale. Should such an example be set, applications for similar relief would be innumerable from every part of the country, and not all the members of Congress would be able to examine and decide upon them. The committee, therefore, prefer to leave the matter where the law has left it.

Resolved, That Congress ought not to interfere with the act of cession without the consent of the Milwaukie and Rock River Canal Company.

Congress declined to modify or repeal the act making the grant.

On the 3d February, 1846, the Territorial legislature, by resolutions, threw off the obligations of the trust, and directed the use of the moneys arising from the sales of lands to other purposes than the object of the grant. The resolutions were as follows:

"JOINT RESOLUTION in relation to canal funds.

"*Resolved by the council and house of representatives of the Territory of Wisconsin*, That the receiver of the canal lands shall pay over to the treasurer of the Territory all moneys which may arise from any sale of the canal lands, ex-

cept the sum which shall be required to defray the expenses of the sale, and the said treasurer is hereby authorized to receive the same; and the said treasurer of the Territory of Wisconsin is hereby required to execute to the governor of the Territory and his successors in office, for the use of the Territory or future State of Wisconsin, a bond in the penal sum of fifty thousand dollars, to be approved by the governor, conditioned for the faithful discharge of his duties as treasurer.

"*Resolved*, That the money thus received into the treasury of the Territory shall be liable for all debts due from said Territory, and the said treasurer is hereby authorized to pay and discharge the same in the same manner and for the same purposes as any other money in said treasury.

"*Resolved*, That the money so received shall be liable to be, and so much thereof as shall be necessary is hereby, appropriated to the payment of the expenses of holding the convention to form a constitution for the State of Wisconsin the current year, and may be paid out in such manner as the convention shall provide.

"*Resolved*, That the faith of the Territory and future State of Wisconsin is hereby pledged to repay to the said canal fund the sum which shall be diverted in pursuance of the above resolutions to the purposes aforesaid, whenever the same shall be required to be repaid, for the purpose of executing the trust created by Congress in making the 'canal grant;' and all laws contravening these are hereby repealed.

"Approved February 3, 1846."

It will be observed that the faith of the Territory and State of Wisconsin was, by the last resolution, pledged to the repayment to the canal fund of the moneys diverted; but it is understood that but a part thereof has yet been refunded or paid upon work done in the construction of the canal.

By the act of Congress of August 6, 1846, to enable the people of Wisconsin Territory to form a constitution and State government, &c., it was, among other things, proposed to the convention for acceptance or rejection, and if accepted by the convention and ratified by an article in the State constitution, to be obligatory upon the United States, "that five per cent. of the net proceeds of sales of all public lands lying within the said State, which have been or shall be sold by Congress, from and after the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State for the purpose of making *public roads and canals* in the same, as the legislature shall direct."

The following resolutions were adopted by the constitutional convention of Wisconsin:

"*Resolutions adopted by the constitutional convention of Wisconsin, February* 1, 1848, *(pp.* 53, 54, 55, *R. S. of* 1858.)

"1st. *Resolved*, That the Congress of the United States be, and is hereby, requested, upon the application of Wisconsin for admission into the Union, so to alter the provisions of an act of Congress entitled 'An act to grant a quantity of land to the Territory of Wisconsin for the purpose of aiding in opening a canal to connect the waters of Lake Michigan with those of Rock river,' approved June 18, 1838, and so to alter the terms and conditions of the grant made therein, that the odd numbered sections thereby granted, and remaining unsold, may be held and disposed of by the State of Wisconsin as part of the five hundred thousand acres of land to which said State is entitled by the provisions of an act of Congress entitled 'An act to appropriate the proceeds of the sales of public lands and to grant pre-emption rights,' approved the 4th day of September, 1841.

"4th. *Resolved*, That Congress be requested, upon the application of Wisconsin for admission into the Union, to pass an act whereby the grant of five hundred thousand acres of land, to which the State of Wisconsin is entitled by the provisions of an act of Congress entitled 'An act to appropriate the proceeds of the sales of public lands, and grant pre-emption rights,' approved the 4th day of September, 1841, and also the *five per centum of the net proceeds of the public lands*, lying within the State, to which it shall become entitled on its admission into the Union by the provisions of an act of Congress entitled 'An act to enable the people of Wisconsin Territory to form a constitution and State government, and for the admission of such State into the Union,' approved the 6th day of August, 1846, shall be granted to the State of Wisconsin *for the use of schools*, instead of the purposes mentioned in said acts of Congress respectively."

By the act of Congress of May 29, 1848, for the admission of Wisconsin into the Union, it was provided:

"SEC. 2. *And be it further enacted*, That the assent of Congress is hereby given to the *first*, second, *fourth*, and fifth resolutions adopted by said convention, and appended to said constitution; and the acts of Congress referred to in the said resolutions are hereby amended so that the lands granted by the provisions of the several acts referred to in the said first and fourth resolutions, and the proceeds of said lands, and the five per centum of the net proceeds of the public lands therein mentioned, shall be held and disposed of by said State in the manner and for the purposes recommended by said convention: * * * * *Provided*, That the liabilities incurred by the Territorial government of Wisconsin under the act entitled 'An act to grant a quantity of land to the Territory of Wisconsin for the purpose of aiding in opening a canal to connect the waters of Lake Michigan with those of Rock river,' hereinbefore referred to, shall be paid and discharged by the State of Wisconsin."

Subsequently to her admission into the Union Wisconsin abrogated the system by which the canal lands had in part been sold, and provided for the sale of so hmuc thereof as remained unsold in another mode, for the use of schools, thus finally carrying out the later policy of the Territory of abandoning the trust, and using the land fund for another purpose.

It is believed that the foregoing statement presents all the laws that bear upon the subject, and is sufficient for an understanding of the rights of the parties now before Congress.

REPORT OF COMMITTEE.

The Committee on the Judiciary, to whom were referred the memorial of the Milwaukie and Rock River Canal Company, and No. 161, S., entitled "A bill to authorize a final settlement with the Milwaukie and Rock River Canal Company," have examined the facts, stating the subject of said bill and memorial with as much care as time and circumstances would permit, and make the following report:

On the 5th day of January, A. D. 1838, an act was passed by the Territorial legislature, incorporating said company, and authorizing it to construct and maintain a canal or slack-water navigation from the town of Milwaukie to Rock river, and conferring upon it certain other rights and privileges, among which was the right to apply to Congress for such an appropriation in money or lands, to aid in the construction of said canal, as Congress might see proper to grant.

On the 18th day of June following Congress passed an act entitled "An act to grant certain lands to the Territory of Wisconsin for the purpose of aiding in the opening of a canal to connect the waters of Lake Michigan with those of Rock river." Whether the passage of this act was procured on the application

or through the efforts of said company, your committee have no means of knowing, but think it fairly to be inferred that such was the case.

By the act of Congress above referred to, there were granted to the Territory of Wisconsin, for the purposes above indicated and no other, all the lands not then otherwise appropriated or disposed of in those sections and fractional sections numbered with odd numbers by the plats of public survey, within the breadth of five full sections, on each side of the main route of said canal, on certain conditions, one of which was, that said canal should be commenced within three years, and completed within ten years, or the United States be entitled to receive the amount for which said lands should be sold, and not less than two dollars and fifty cents per acre, and the State of Wisconsin held responsible therefor.

Section two of the same act provides, among other things, that when the route of the canal shall be located and established, agreeably to the act of the Territorial legislature incorporating said company, the Commissioner of the General Land Office shall, under the direction of the President of the United States, ascertain the particular lands granted, &c.

Section 5, of said act of Congress, provides that the lands thereby granted shall vest in the State of Wisconsin, when admitted into the Union, to be disposed of under such regulations as the legislature thereof shall provide; and that the proceeds shall be applied to the construction of said canal, &c.

The State to be entitled to hold as many shares of the stock of said company as shall be equivalent to the aggregate of all the sums of money arising from the sales of said lands and applied to the construction of said canal.

Section 10, of an act of Congress entitled "An act for the admisssion of the State of Wisconsin into the Union," provides that the liabilities incurred by the Territorial government of Wisconsin, under the act granting said lands to aid in the construction of said canal, shall be paid and discharged by the State of Wisconsin. From these various provisions, and other facts submitted to our consideration, your committee think the following propositions established:

1st. That by said Act of Congress, passed on the 18th day of June, 1838, the Territory of Wisconsin was constituted a trustee to sell and dispose of said lands, and apply the proceeds thereof in aid of the construction of said canal.

2d. That said grant of land was made expressly to aid in the construction of said canal, and its use restricted by the act of Congress to that purpose "and none other."

3d. That said company, after said grant was made, proceeded to locate the line of said canal, and commenced the construction of the same in pursuance of powers conferred by the several enactments aforesaid, and, as your committee have reason to believe, in good faith.

4th. That said company expended a considerable amount of its own funds in the payment of work done on the canal, but what amount your committee are not informed.

5th. That the Territorial legislature undertook the office of trustee by passing an act on the 26th day of February, 1839, entitled "An act to aid in the construction of the Milwaukie and Rock River canal," and by several subsequent enactments of succeeding sessions, and continued in the execution of said trustee until the 17th day of February, 1842, at which time it passed a series of resolutions declaring all connexion between the Territory and canal company to be dissolved, without assigning any reason therefor; that the trust had been imposed upon the Territory by Congress; that it would no longer perform the duties of trustee, &c; and at the same session passed laws repealing the former laws providing for aiding the company by an application of the land or land fund.

6th. That the canal company repeatedly offered to surrender all control of

the canal into the hands of the Territory, and withdraw entirely from it upon being refunded the amount which it had expended, which at the time was a small sum; that in consequence of the refusal of the Territory to sell the land and apply the proceeds, the company was subjected to much inconvenience, difficulty, and damage in prosecuting the work without the promised aid.

7th. That on the 24th day of February, 1845, the legislature passed a law for the sale of said land without making provision for applying the proceeds to the purposes intended by the act of Congress; but, on the contrary, in violation of said act, and of the trust thereby created, the legislature subsequently passed a resolution, to wit, on the 3d day of February, 1846, directing the money received from the sale of the land to be paid into the Territorial treasury, and that the same be paid out as other Territorial funds, for the public expenditures, pledging the faith of the Territory and of the State of Wisconsin to refund the same to the canal fund when required for the purposes of the trust.

8th. That one of the purposes of the trust was to pay the stockholders of the canal company the amount paid out by them in the construction and maintenance of the canal in lieu of the stock of the company.

9th. That said company has repeatedly requested the legislature of the Territory and the State to liquidate their claims, but that up to this time this request has not been complied with.

10th. That said company has made its appeal to Congress for the protection of its rights, claiming that good faith on the part of the general government requires that Congress should see that its engagements be fulfilled.

For these, and various other reasons, which might be stated, your committee are of the opinion that there is honestly and justly due some amount of money to said company for expenditures made in payment of work done on the canal; and that a fair and honorable settlement ought to be made between said company, the general government, and the State, upon principles of justice and equity; and that said company ought to be paid whatever amount shall be found its just due. Your committee, however, do not feel that it properly devolves on them to recommend what specific action should be adopted for that purpose, but rather that it is the peculiar province of the Joint Committee on Claims to devise the proper mode of arriving at the result.

Your committee therefore beg leave to report said bill and memorial back, and recommend that they be referred to the Committee on Claims.

L. HANCHETT.
P. B. SIMPSON.
M. W. SEELEY.
CHAS. R. GILL.

At a recent session of the legislature of the State of Wisconsin the canal company presented its memorial, asking relief, which was referred to the Judiciary Committee of the Senate, upon which the committee made a report, clearly stating what was believed to be the rights of the company against the State, and which, because of its force as a statement of the questions, as well as because of the source from which it came, is here inserted, as follows:

The first question that arises is, what are the respective rights and liabilities of the United States and the State of Wisconsin, touching the canal lands, and the five per cent. of the net proceeds of the sales of the public lands lying within the limits of said State? It is plain law that the State, upon her admission into the Union, became entitled to the five per cent. of the proceeds of the sales of the public lands within her limits for the use of schools, and that the same ought to be paid to her, subject to such deductions for payments, if any, and as her connexion with the canal grant may require. The sixth section of the act making the canal land grant provided that the State of Wisconsin

should be held responsible to the United States for the proceeds of the sales of said lands if the canal should not be commenced within three years and completed within ten years. The canal has not yet been completed, yet it is not believed by the committee that the State should be held to such liability, for the reason that the legislature of the State did not give its assent to said act, as required by the 7th section thereof; for the reason that the State did not undertake to build the canal, but was only a trustee in respect to the canal lands; and for the further reason that, by the act admitting the State into the Union, Congress, in effect, released the Territory and State from the liabilities to the United States growing out of the trust, agreed to the abandonment of the trust and the appropriation of the land to the support of schools, instead of constructing the canal, and therefore agreed that the canal might not be completed. After the United States had thus consented to another appropriation of the lands, she cannot say that the State of Wisconsin is in fault in not completing the canal, and that she may therefore claim as damages the amount for which a part of the lands had been sold. The committee, therefore, cannot construe the proviso to the second section of the act admitting the State into the Union as relating to liabilities to the United States, but are of the opinion that the same relates to other liabilities.

The next question that arises is, What are the obligations in equity on the part of the United States and of the State of Wisconsin towards the canal company growing out of the grant of lands for the benefit of that company? The company was organized under the hope of obtaining the land grant. That hope was excited by the provisions of the act of incorporation, and was realized in the grant. The grant was munificent, and, in connexion with the stock subscriptions, was at the time believed to be sufficient to secure the completion of the canal. In the event of the construction of the work, the stock of individual subscribers would have been of value. Induced, no doubt, by the expectation of receiving dividends, or that the State, pursuant to the provisions of the charter and of the act of Congress making the grant, would purchase the stock, paying its par value with interest, individuals subscribed stock and paid their money, which was used in a partial construction of the work. Then the Territorial government disregarded the trust and diverted the fund, and subsequently the United States and the State of Wisconsin acquiesced therein, and by their action the State received and enjoyed, for another purpose, the granted lands, so far as they remained unsold. Thus, by the action of the Territorial government, in diverting the canal fund, and by the action of Congress and the State of Wisconsin in diverting the unsold canal lands, the means were withdrawn whereby the canal might have been built, and the stock rendered of value, or the stock with interest have been paid for, and thus the company and the stockholders were prevented the enjoyment of a benefit which they had a right to expect under the acts of the Territorial legislature and of Congress. The corporation did not assent to this, but, on the contrary, earnestly protested against it.

The committee believe that the canal company and the stock subscribers have a clear and unquestionable equity against the State, and that the money expended by them upon the unfinished canal ought to be refunded; and this raises the remaining question, whether that equitable right ought to be asserted and enforced against the State in this proceeding to recover her five per cent. fund. If the claim of the State, in its origin, had no connexion with the equity of the canal company against her, then the remonstrance could not be heeded by Congress; but the committee are of the opinion that the claims are so connected, and the conscience of the United States so involved by her consent, at the instance of Wisconsin, to the diversion of the canal lands, that, in granting her rights to that State, Congress may and ought to require of her to discharge her obligation. The constitutional convention of Wisconsin, by resolutions, asked Congress so

to modify the canal land grant, and the act to provide for the admission of that State into the Union, as that the State should hold the unsold canal lands, and the five per cent. fund, for the use of schools. By the act admitting the State into the Union Congress amended the laws as asked, but provided that the liabilities incurred by the Territorial government of Wisconsin under the canal grant should be paid and discharged by the State of Wisconsin. This was the condition upon which the unsold canal lands and the five per cent. fund were to be received and held by Wisconsin "for the use of schools." Without complying with the condition, the State is not entitled to receive and enjoy the fund. Important, if not principal among the liabilities of the Territory, was the obligation in equity to the canal company, growing out of the breach of the trust. That obligation ought to be discharged by the State, and the committee are of the opinion that in directing the payment of the five per cent. fund, Congress ought to see that it is discharged; they therefore report the joint resolution back with amendments.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 51.

IN THE SENATE OF THE UNITED STATES.

APRIL 19, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 240.]

The Committee on Pensions, to whom was referred the petition of George A. Schreiner, praying a pension, beg leave to report:

That they have considered the petition of the said Schreiner and the accompanying papers in the case, and they are of the opinion that the petitioner is entitled to relief.

It appears that on the 3d of September, 1861, by the order of Colonel E. Peabody, then commanding the 13th Missouri volunteers, the petitioner was peremptorily ordered to act as pilot of the steamer Sunshine, at Kansas City, Missouri, for the purpose of transporting troops from that place to Lexington; that he performed the duties of pilot of said steamer until her arrival at Lexington, and remained under orders until the 12th of September, 1861; that on that day, on the occasion of the battle with the rebel forces commanded by Sterling Price, he volunteered his services to Colonel Peabody as a cannoneer, and was accepted because there was an insufficient number of gunners for the regular reliefs; that in the engagement which followed, and while in the performance of the duties of a cannoneer, he was wounded by a cannon shot in the right arm in such a manner that amputation of the arm at the shoulder joint became necessary; and that in consequence of this injury the petitioner was incapacitated for labor and especially for that of his previous occupation of pilot. It appears, further, that an application of the said Schreiner for a pension was disallowed by the Commissioner of Pensions, for the reason that the applicant had not been mustered into the service of the United States.

The petitioner asks that he may receive pay as pilot from December 10, 1861, the date of the last payment, to May 14, 1862, the date of his discharge from hospital. Without intending anything prejudicial to this claim, the committee do not regard it as within their province to decide upon it.

The petitioner further asks that he may be placed upon the invalid pension list, to draw pay from May 14, 1862, at the rate of pension paid to pilots. As the injury of the petitioner was not received by him while in the line of his duty as a pilot, but while performing the service of a private soldier, the committee are not in favor of granting his petition to that extent.

It is recommended, however, that the said George A. Schreiner be placed upon the invalid pension roll, to draw pay at the rate of eight dollars per month, commencing on the 1st day of January, 1864, and to continue during his natural life. The committee therefore report the accompanying bill.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 52.

IN THE SENATE OF THE UNITED STATES.

APRIL 20, 1864.—Ordered to be printed.

Mr. COWAN made the following

REPORT.

[To accompany bill S. No. 244.]

The Committee on Patents and the Patent Office, to whom were referred the petitions of Daniel Fitzgerald and Jonathan Ball, having considered the same, beg leave to report:

That it appears from the memorial of the petitioners as follows:

First, from the petition of Daniel Fitzgerald, that he obtained a patent on the 1st day of June, A. D. 1843, for an "improvement in fire-proof chests and safes," and upon the expiration of the same in 1857 he obtained an extension thereof for a further period of seven years.

Second, from the petition of Jonathan Ball, that he obtained a patent on the 15th day of December, A. D. 1843, for an "improved mode of coating the interior side of metallic water-pipes with hydraulic cement," and that afterwards, on the 15th day of September, A. D. 1857, he obtained an extension of same for a further period of seven years.

The memorialists then proceed to aver further, each in his several petition, that from the nature of the subject-matter of the improvements, the amount of capital required to introduce them generally to the notice of the public, and the great length of time required to verify their usefulness, they have neither of them as yet been remunerated for the benefits they have conferred upon the community, and they therefore desire and pray that a further extension may be granted to them for their several patents.

Your committee are of opinion that the proper relief to which petitioners are entitled is to allow them to apply to the Commissioner of Patents for a second extension of the patents, to be decided by that officer, according to all the provisions of the law now existing as to first extensions, and they have reported a bill for that purpose, the passage of which they recommend.

All of which is respectfully submitted.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM No. 53.

IN THE SENATE OF THE UNITED STATES.

APRIL 20, 1864.—Ordered to be printed.

Mr. COWAN made the following

REPORT.

[To accompany bill S. No. 245.]

The Committee on Patents and the Patent Office, to whom was referred the petition of Milton Finkle, having considered the same, beg leave to report:

That the said Milton Finkle, on the 9th day of April, A. D. 1851, obtained a patent for certain "improvements in machinery for making wire heddles," for the term of fourteen years from the date thereof.

That he made an application for an extension of his said patent to the Commissioner of Patents, on the 3d day of February, A. D. 1864, when, as he avers in his petition, he discovered for the first time that the law had been altered on the 2d day of March, A. D. 1861, so as to require him to give ninety days' notice of his application for an extension, instead of sixty days, before the expiration of his patent, as was the law before the day and year last aforesaid.

Your committee are of opinion that the said patentee is entitled to relief, in case his failure to give the notice required under the law was the result of ignorance of the change in it, and not wilful on his part, of which the Commissioner of Patents is the proper judge.

They have therefore reported a bill for that purpose, and recommend its passage.

All of which is respectfully submitted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 54.

IN THE SENATE OF THE UNITED STATES.

APRIL 20, 1864.—Ordered to be printed.

Mr. CHANDLER made the following

REPORT.

Mr. Chandler, from the Joint Committee on the Conduct and Expenses of the War, to whom was referred the following resolution, respectfully submit the following report:

"IN THE SENATE OF THE UNITED STATES, FEBRUARY 2, 1864.

"*Resolved*, That the Joint Committee on the Conduct of the War be instructed to inquire into the military administration in all its departments in the city of Alexandria, and especially into the system of military police there established, and the place and mode of imprisonment and punishment, and whether punishments of 'a cruel and unusual character' are not inflicted without authority of law in a place known as 'the slave pen' in that city; and that said committee inquire what fines and forfeitures are levied and declared in said city, and how and by whom and by what authority they are levied and declared, and to what purpose they are appropriated; and especially whether imprisonment in 'the slave pen' and douchings are resorted to by the military authorities for the punishment of soldiers."

In investigating the military administration of Alexandria, Virginia, since General John P. Slough has been in command there, your committee have taken the testimony of General Slough; Lieutenant Colonel Wells, formerly provost marshal of Alexandria, at present provost marshal general over that portion of the Washington department south of the Potomac; Captain Wyman, who preceded Colonel Wells as provost marshal of Alexandria; Captain Gwynne, who succeeded the colonel in the same capacity in that city; and Charles H. Travis, the property clerk of the provost marshal's office in Alexandria. The latter witness brought with him and laid before the committee the books and papers of the office, in regard to which he was examined. The result of their examination establishes, in their opinion, the following facts, viz:

On the 25th of August, 1862, the Secretary of War sent for General Slough, who proceeded to the office, where he met the Secretary of War and General Halleck. They informed him that they had just received information that the town of Alexandria was beyond the control of the then provost marshal there; that it was full of stragglers from that portion of the army then *in transitu* to the relief of General Pope, and there was a great deal of drunkenness and disorder there, and it was their desire that he should immediately assume command there and restore order, and when restored to preserve it, promising to place at his disposal whatever force should be necessary to accomplish that end.

General Slough proceeded that very day to Alexandria and entered upon the duties of his office there. Upon investigation he found that the sale of liquor was the prolific source of all the trouble there, and forthwith issued an order prohibiting the sale of liquor to officers and men in the service. Finding, upon enforcing that order, that citizens were made the instruments of purchase for the use of soldiers, the order was extended so as to include civilians, for until that was done order and quiet were not restored. The order, as finally adopted and enforced, known as Order No. 4, is as follows:

General Order.] HEADQUARTERS MILITARY GOVERNOR,
Alexandria, November 21, 1862.

Notice is hereby given, until further orders from this office, that the distribution of spirituous liquors or malt liquors by sale or gift, either to officers, soldiers, or citizens, is hereby prohibited. Any persons violating this order will be arrested and their liquors confiscated.

No wine, spirituous or malt liquor will be allowed to be landed in Alexandria without a special permit from the provost marshal of Alexandria. The provost marshal will grant such permits *only* on satisfactory evidence that the articles are for hospital or subsistence stores, or the private stores of an officer. All wines, spirituous, or malt liquors attempted to be brought into Alexandria without such permit will be seized and turned over to the hospitals.

By order.

JOHN P. SLOUGH,
Brigadier General, Military Governor of Alexandria.

That portion allowing permits to land liquor in Alexandria has been rescinded, and those permits are now granted only by the military governor.

For the trial of cases arising under this order, as well as other cases over which the military authorities have control, a provost judge has been appointed, who hears the testimony and directs the punishment to be inflicted. For the first offence, in the liquor cases, a fine is usually imposed, for which imprisonment is substituted when the parties convicted are unable to pay the fine; the second offence is punished by imprisonment; the third, by banishment from the town, the liquors being confiscated. In regard to the extent of punishment inflicted, General Slough testifies:

"The most extreme case of punishment, perhaps, inflicted in Alexandria was called to the President's attention. It was the case of one Fauquier, who was fined for the violation of my military order on the subject of the sale of liquor. It was found by the provost marshal that it was prudent in his case, as he had been somewhat troublesome, to take a bond in the sum of $500 that he would not repeat the offence. He repeated the offence, and the bond was foreclosed, and the sum of money paid—$500. He was permitted to continue in business, and was again found derelict and brought before the provost judge and sentenced to be imprisoned. He made an appeal to me in reference to the matter, and I finally assented that the punishment should be mitigated to banishment from the town. He presented the matter to the President of the United States, asking the privilege of returning to Alexandria. I made a report of all the facts to the President, and received in response from him a communication signed by himself, in which he stated that my report was perfectly satisfactory."

The prohibition of the traffic in liquor at once created great dissatisfaction with the administration of General Slough. Efforts were made to defeat his confirmation by the Senate. Failing in that, appeals were made to the Secretary of War and the President to have the prohibition modified or removed. The State authorities urged that if they were deprived of the revenue which might be derived from licensing the traffic in liquor, the salaries of the State officers, and other expenses of the State government, could not be paid. But General

Slough has been fully sustained by Generals Banks, Heintzelman, and others, who have been in command of the department of Washington, as well as by the President and Secretary of War, in all instances where the matter has been brought to their consideration. Order and quiet have been maintained to a degree reflecting the highest credit upon General Slough, especially in consideration of the fact that Alexandria is the nearest city to the army of the Potomac, being the first place the soldiers reach when on their way home, and the last place they leave on their return. It is doubtless for that reason that the authorities have deemed it necessary to be more stringent in their regulations concerning the sale of liquor there than in Washington and other places.

Of the $18,000 or $20,000 collected as fines and rents, perhaps $10,000 have been expended during General Slough's administration for cleaning streets, repairing King street, (under contract to the lowest bidder,) paying the superintendent of contrabands, detectives, and incidental expenses of the offices of military governor and provost marshal. Accounts have been kept of all the moneys received and expended.

In reference to the liquors and other articles seized and confiscated, an account is kept of the amounts seized, the parties from whom taken, and the dispositions made of the property. The liquors are issued to surgeons of hospitals and regiments stationed near Alexandria, and small quantities are furnished to scouting and fatigue parties when deemed necessary. There is no evidence that any of this confiscated liquor is used by officers connected with either the provost marshal's office or that of the military governor; but under the present plan of issuing these liquors, there does not appear to be any means established by which the parties to whom they are issued are made accountable for the proper use of them. In the opinion of your committee such regulations should be adopted as would hold all persons responsible for the proper disposition of such articles as they may obtain from the provost marshal.

It would appear from the testimony taken by your committee that the trade of Alexandria has been considerably injured in consequence of sutlers being required to load their goods in Washington, in order to obtain facilities of transportation to the army of the Potomac. This has led to the removal of several business men from Alexandria to this city, as the sutlers come here for their supplies. That regulation was not established by General Slough, but by General Patrick, provost marshal general of the army of the Potomac. General Slough has united with the citizens of Alexandria in endeavoring to have the same privileges in that respect granted to Alexandria as to Washington, but they have not yet been accorded. Should the sutlers' trade with the army of the Potomac be reopened, your committee can see no reason why the regulation of General Patrick should not be so far modified as to allow sutlers to load their goods in Alexandria as well as in Washington. It would only require the presence of some officer in Alexandria to examine the permits and goods, as is done in Washington.

Your committee, in pursuance of the instructions contained in the resolution of the Senate, have inquired into the condition of the jail and "slave-pen" in Alexandria, and whether cruel and unusual punishments are inflicted there. The condition of the jail and slave-pen has been much improved under the administration of General Slough, and they are now probably as well managed as places of imprisonment can be under the circumstances, considering the kind and number of persons imprisoned in them.

For the punishment of drunken, disorderly, troublesome persons, the shower-bath is occasionally resorted to; that punishment, however, is inflicted upon only about two per cent. of those incarcerated, usually but once, and for a short time only. The only instance in which a female has been ordered to be shower-bathed is thus referred to by Colonel Wells:

"It so happened that in one case a prostitute, a negro woman, was brought

before him, (the provost judge.) When she was brought to the office she seized a billet of wood and drove the three guards out of the room, and came very near driving out the provost judge himself. He finally succeeded in overpowering her, and ordered her to be taken to the 'slave-pen' and shower-bathed. I indorsed upon the order, 'This punishment will not be inflicted under any circumstances upon any female.' The woman was discharged three days afterwards."

Most of the cases which occur are, of course, military cases. But those which are recognizable by the military authorities are, in every instance, turned over to them. It has been said that parties are tried by the provost judge without being confronted by their accusers. That is true to this extent: Infractions of the order prohibiting the sale of liquor are discovered by means of detectives; and in order that they may be able to accomplish the object for which they are appointed, they are not required to appear at the trial.

On the 10th of February your committee were waited upon by Messrs. Mercier and Johnston, of the general assembly of Virginia, members of a joint committee appointed under the following resolution:

"*Resolved by the general assembly of Virginia*, That a committee of three members of the general assembly, one from the senate and two from the house, be appointed by the speaker of the house and the president of the senate, to aid and advise with the committee of Congress on the conduct of the war in their investigation of the affairs connected with the military government of Alexandria and elsewhere in Virginia.

"LEOPOLD C. P. COWPER,
"*President of the Senate.*
"JAMES M. DOWNEY,
"*Speaker of the House of Delegates.*"

Passed February 8, 1864.

The following are the members appointed under the foregoing resolution: Mr. W. F. Mercier, on the part of the senate; Mr Reuben Johnston and Mr. J. W. Brownley, on the part of the house of delegates.

It was agreed, on the part of your committee, that the Virginia delegation should, from time to time, lay before them in writing such suggestions in relation to affairs in Virginia as the delegation might deem of importance, with the names of witnesses, and the committee would take action thereon.

Several communications were received by your committee from Mr. Johnston, chairman of the delegation, and some testimony was taken at his request. The committee were then notified that affidavits and statements were being taken in relation to the action of General Slough, which would be laid before the committee. But as several weeks have passed without any such papers being presented, your committee do not deem it advisable to withhold their report for any longer time.

In conclusion, your committee would say that, so far as they have been able to ascertain, the administration of General Slough has been characterized by energy, discretion, and a careful regard for the peace and good order of the community over which he was appointed, and deserves, as it has received, the commendation of the military and civil authorities of our government.

All of which is respectfully submitted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 55

IN THE SENATE OF THE UNITED STATES.

APRIL 20, 1864.—Ordered to be printed.

Mr. LANE, of Indiana, made the following

REPORT.

[To accompany joint resolution H. R. No. 36.]

The Committee on Military Affairs and the Militia, to whom was referred the joint resolution (H. R. No. 36) "to construe the third section of the act approved July 17, 1862, entitled 'An act to amend the act calling forth the militia to execute the laws of the Union, suppress insurrection, and repel invasion, approved February 28, 1795, and the acts amendatory thereof, and for other purposes,' so as to provide for the payment of bounties to all classes of troops called out under the provisions of that section," beg leave to report as follows:

The joint resolution proposes to construe the act above mentioned so as to entitle the men called out under the third section thereof, whether enrolled as militia or volunteers, to the bounty of twenty-five dollars provided in said act. The first and second sections of the act of July 17, 1862, provide for the calling out and organization of militia for nine months' service. The third section authorizes the President to accept the services of one hundred thousand volunteers for nine months, and allows to each volunteer so accepted a bounty of twenty-five dollars. The fourth section authorizes the President to accept the services of any number of volunteers for twelve months, to fill up existing regiments, and allows to each volunteer so accepted a bounty of fifty dollars. It appears from the letter of the Secretary of War, of the 5th April, 1864, transmitted to the Senate since the passage of the joint resolution by the House of Representatives, (Senate Ex. Doc. No. 34, 38th Congress, 1st session,) that no call under the third section of the act of July 17, 1862, has been made upon any State. Hence, the joint resolution would be inoperative if passed.

It appears, however, that the governor of Pennsylvania so far exceeded the authority conveyed in the President's order of August 4, 1862, as to promise twenty-five dollars bounty to the militia of that State called into the service of the United States for nine months, and the President was subsequently induced to accept the nine-months troops of that State to the number of eighteen thousand eight hundred and eighty-four as volunteers, instead of militia, thus bringing them under the provisions of the third section of the act referred to, and giving them the bounty of twenty-five dollars therein provided. It is proper to observe, that as soon as the action of the governor of Pennsylvania was brought to the knowledge of the War Department, the President prohibited any further enlistments under such misunderstanding, thus limiting the payment of the twenty-five dollars bounty to the number of eighteen thousand eight hundred and eighty-four men actually mustered into the service. It does not appear that the executive of any other State exceeded his authority in this manner, nor

would it follow, if such fact could be shown, that the government of the United States is bound to make good such unauthorized pledges. It appears, further, that by a mistake on the part of certain mustering officers and paymasters, the twenty-five dollars bounty was paid to three thousand nine hundred and thirty-four militia of the State of Vermont without authority of the War Department.

The whole number of men received into the service under the act of July 17, 1862, was eighty-four thousand three hundred and five. Deducting the number of Pennsylvania and Vermont troops paid, as above stated, there remain sixty-one thousand four hundred and eighty-seven. To pay the bounty of twenty-five dollars to these men, or their heirs, the sum of one million five hundred and thirty-seven thousand one hundred and seventy-five dollars would be required. The committee cannot consider the payment of this or any other sum in any other light than that of a gratuity, differing from all other bounties paid by the government in the fact that no bounty had been previously promised. Any argument for such payment based upon the fact that certain troops similarly situated were allowed this bounty, tends to the absurdity of showing that the government ought to repeat its own wrongful acts to its own injury and loss. While willing to deal not only justly, but generously, with all who have borne a part in the memorable privations and achievements of our army, the committee cannot be unmindful that the generosity of the government to its soldiers has already far exceeded that of any other government embarked in a war of like magnitude.

The order of the President of August 4, 1862, calling for men for nine months' service, is hereto appended. The committee are aware that many of the men received into the service under this call were raised by the State authorities as volunteers, under the influence of local bounties much larger than those authorized by Congress to be paid to nine-months volunteers. They were, nevertheless, militia in the contemplation of law, and were not entitled to any bounty under the act of July 17, 1862. The fact that those who were really volunteers under their respective State governments generally received State or municipal bounties goes to show that no hardship can be reasonably complained of if Congress shall not deem it advisable to vote a gratuity of a million and a half of dollars to these worthy and patriotic men.

The committee respectfully recommend that the joint resolution do not pass.

"WAR DEPARTMENT,
"*Washington City, D. C., August* 4, 1862.

"*Ordered*, 1. That a draft of three hundred thousand militia be immediately called into the service of the United States to serve for nine months, unless sooner discharged. The Secretary of War will assign the quotas to the States and establish regulations for the draft.

"2. That if any State shall not, by the 15th of August, furnish its quota of the additional three hundred thousand volunteers authorized by law, the deficiency of volunteers in that State will also be made up by special draft from the militia. The Secretary of War will establish regulations for this purpose.

"3. Regulations will be prepared by the War Department and presented to the President with the object of securing the promotion of officers of the army and volunteers for meritorious and distinguished services, and of preventing the nomination and appointment, in the military service, of incompetent or unworthy officers. The regulations will also provide for ridding the service of such incompetent persons as now hold commissions in it.

"By order of the President.

"EDWIN M. STANTON,
"*Secretary of War.*"

IN THE SENATE OF THE UNITED STATES.

APRIL 22, 1864.—Ordered to be printed.

Mr. HOWE made the following

REPORT.

[To accompany bill H. R. No. 43.]

The Committee on Claims, to whom was referred House bill No. 43, for the relief of Milo Sutliff and Levi H. Case, having had the same under consideration, ask leave to submit the following report:

The claimants, in their petition, represent that on the 19th day of January, 1849, they contracted with one William A. Clark to deliver them, at Buffalo, 15,000 pounds of wool, at 22 cents per pound, free of all charges; that, at different times between the date of the contract and the 26th of March following, they advanced to Clark the sum of $2,938 in part payment for the wool. They say it appears from certain affidavits that Clark purchased the wool in Upper Canada of one John W. Gamble; that Gamble consigned it with other wool to Messrs. Coit & Farnham, of Buffalo, to be delivered to the claimants. They say they are informed that the wool was invoiced at the custom-house at ten cents per pound; that they did not know at what price it was to be invoiced, nor to whom it was to be consigned; that they "believe ten cents per pound was *about* the average price paid for such wool at and *about* the time the same was purchased in Canada West." They aver that they have been guilty of no wilful negligence or intent to defraud in violating the revenue laws, and they pray Congress to refund them the amount of money they have suffered in the transaction.

How much they have suffered, or how they suffered at all, the petition does not state.

There is some evidence in the case tending to show that the wool which Gamble consigned to Coit & Farnham was libelled in the United States district court for the western district of New York, condemned, and sold for having been invoiced and entered at less than its actual value, and therefore we seem called upon to assume that the wool which Clark contracted to deliver to the claimants was never delivered. There is no evidence in the case that Clark did not deliver his wool according to contract. But it is the opinion of your committee that if his wool was not delivered, the remedy of the petitioners is against Clark, and not against the government, since the government made no contract with them, received no money from them, and were not sureties upon the obligation of Mr. Clark.

The judgment of the district court condemning said wool is still unreversed. The Secretary of the Treasury, to whom application was made to remit the penalties, refused to remit them. Your committee see no reason for reversing their decisions. They therefore report back said bill, with the recommendation that it do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 57.

IN THE SENATE OF THE UNITED STATES.

MAY 2, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Isaac Reed, a soldier of the war of 1812, *praying a pension, beg leave to report:*

That they have hitherto refused to grant pensions to soldiers of the war of 1812, unless either special services are shown or disability resulting from services is proved; and neither of these facts appearing in the case of the petitioner, they recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 58.

IN THE SENATE OF THE UNITED STATES.

MAY 2, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of the Helen M. Stansbury, widow of Major Howard Stansbury, praying a pension, beg leave to report:

That they have no doubt, from the evidence before the committee, that Major Stansbury was a brave and able officer; but inasmuch as it seems that his death was not caused by any disability received or disease contracted in the service of the United States, the committee do not feel at liberty to advise any special legislation in behalf of the petitioner. They therefore recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 59.

IN THE SENATE OF THE UNITED STATES.

MAY 2, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Jane M. McCrabb, widow of Captain John W. McCrabb, praying arrears of pension, beg leave to report:

That it appears that the petitioner is now in receipt of a pension, under the act of Congress passed February 3, 1853, when her pension commenced, and she now asks a special act giving her a pension from the date of her husband's death in 1839. The committee do not see any sufficient reason for granting the prayer of the petitioner, and they therefore recommend that it be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 60.

IN THE SENATE OF THE UNITED STATES.

MAY 2, 1864.—Ordered to be printed.

Mr. WILLEY submitted the following

REPORT.

The Committee on Naval Affairs, to whom was referred the petition of Alfred A. Belknap, a paymaster in the United States navy, praying to be relieved from all responsibility for a certain sum of money belonging to the United States, which was stolen from him in the city of New York between the 11th and 13th of April, 1863, have had the same under consideration, and beg leave to report:

That whilst they have not determined that the prayer of the petitioner ought not to be granted, they believe, nevertheless, that from the extraordinary character of the alleged robbery, it would be better to postpone the final determination of the matter until the next session of Congress, having some reason to believe that further developments may take place more fully explaining the affair.

The committee, therefore, ask leave to be discharged from the further consideration of said petition for the present.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM No. 61.

IN THE SENATE OF THE UNITED STATES.

MAY 4, 1864.—Ordered to be printed.

Mr. HALE made the following

REPORT.

[To accompany joint resolution S. No. 50.]

The Committee on Naval Affairs, to whom was referred the petition of contractors for the machinery of the side-wheel gunboats known as "double-enders," praying an additional allowance upon said contracts, have had the same under consideration, and report:

That at different dates from March 20, 1862, to October 29, 1862, the Navy Department entered into contracts with various iron-works and firms of New York, Philadelphia, Boston, Baltimore, Providence, Portland, Newburg, Wilmington, and Chester, for the machinery of the gunboats known as "double-enders," stipulating for twenty-eight engines in all, at prices varying from $73,000 to $85,000, nearly all of them, however, at the uniform rate of $82,000 each.

The engines have all been completed after considerable delays, which the contractors claim to be justified by an understanding with the department that the time named in the contracts for their fulfilment was not to be insisted upon with exactness, nor the forfeiture of part of the price therein named in case of delay.

The petitioners, alleging that they suffered great losses on these contracts, now come to Congress and ask relief upon the ground that the prices were fixed by the Navy Department in offering these contracts to them, and accepted by them under an entire misapprehension and mistake as to the cost of the work, because—

1st. The drawings were not made until after the time allowed for the acceptance of the contracts, and the specifications alone could not afford sufficient data for estimating the expense.

2d. The work has been done under the direction of inspectors who have given to every part of the contract such a construction as to require the best and most costly work.

3d. The expenditure has been greatly enhanced by the action of the government in various matters not anticipated, and which could not be foreseen when the contracts were made, causing difficulties in obtaining the necessary materials, and increasing the cost of all materials and labor, while the currency in which payment is made has been constantly diminishing in value.

The petitioners further allege that they have used all diligence in fulfilling their contracts with all the means at their command, and that they have completed the work in the most thorough manner, after it was rendered certain that they were doing so at a pecuniary sacrifice, and in the hope and expectation

that the government would finally reimburse them by additional compensation for their inevitable losses.

A considerable number of the petitioners have appeared before the committee, and, to some extent, have been heard, verbally and by papers submitted to the committee, since the subject was referred to them by the Senate. These contractors further represent that they expected to furnish engines similar to those of the "Paul Jones," a vessel with which they were familiar, and photographic general plans of whose engines were furnished by the department at the time these contracts were made, as a guide for making, with slight modifications therein specified, the detailed drawings for the engines they were to build; that at that time the detailed specifications were not printed, or, if printed, had not been furnished them, and they relied upon the estimate of the chief engineer, and his assurance that the weight of the required engines would be about the same as that of the "Paul Jones," and would not, in any event, exceed that weight more than fifteen (15) per cent.; but that, in fact, the engines, when completed, exceeded in weight very largely both the estimate and their expectations.

The contractors also submit that they undertook the work at the urgent request of the department, at a price fixed by them, and were influenced to do so by a desire to serve the government under circumstances then existing which required the vessels to be afloat as soon as possible.

These are substantially the allegations upon which these contractors base their claim upon the government for additional remuneration.

The committee have examined the case presented far enough to satisfy themselves that there is probable ground for some relief to be afforded these petitioners by Congress. But the proper *measure* of relief to be granted them would depend upon a variety of considerations—such as the truth of the representations of the petitioners; the actual cost of the work to the contractors, exclusive of time and profits, over and above the contract price in each case; how far the weight of and amount of materials in the engines actually exceeds the estimates and expectations of the contracting parties; to what extent the government is justly responsible for this error, and how far it is due to improvidence and lack of business sagacity on the part of the contractors; how far the unexpected cost of the engines is simply owing to unnecessary delays or to changes in the market prices of materials and labor, which the government could not provide against and should not be held responsible for; and whether any deduction should be made for the delay in failing to complete the machinery at the time stipulated in the contracts.

It should be remembered also that while the government must now, as at all times, be just, yet it can scarcely afford to be liberal at a period, like the present, of extraordinary demand upon all the resources of the country; and also that obvious danger would lurk in a precedent affording relief to parties for losses accruing merely from the recklessness or imprudence of government contractors.

Two questions in this connexion, therefore, are suggested for consideration, viz.: 1st, whether relief should be granted at all; and, 2d, if any be granted, whether it should be simply an amount sufficient to make good the losses, or whether an allowance should also be made for time and legitimate business profits. Moreover, there being eighteen (18) different parties interested in these contracts with the government, each case should be examined by itself and upon its own merits, because the committee conceive that while there may be good cause for relief in some cases, an application for it in others may have no equitable foundation whatever.

A just determination of all these questions of fact and of principle would involve a protracted examination, the taking of a great amount of testimony, and the collection of other evidence touching these claims. For want of the technical knowledge requisite to an intelligent understanding of the details of the case,

the committee do not deem themselves specially competent to this task, even if the business of the Senate would afford them time for the investigation.

They have not, therefore, sought to institute any inquiry into the subject further than to justify the conclusion which they announce, that, in view of the eminent character of these memorialists, the importance to the country and the purposes of the government of the industry which they represent, and the credit due to their statements, the claim which they prefer is one which deserves the attention of the government.

The committee, after due deliberation, are of the opinion that a board of skilled and disinterested persons would be, in a higher degree than themselves, competent to ascertain the facts and determine upon the merits of this claim in a manner just and equitable to both government and contractors, and therefore recommend the adoption of the accompanying joint resolution.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 62.

IN THE SENATE OF THE UNITED STATES.

MAY 5, 1864.—Ordered to be printed.

Mr. WILKINSON made the following

REPORT.

[To accompany bill S. No. 47.]

The Committee on Indian Affairs, to whom was referred the petition of Mary Wacoutah and others, praying Congress to pass an act authorizing the Commissioner of Indian Affairs to issue Sioux half-breed scrip to the said parties, with a bill for that purpose, after a careful examination of the said petition, report the following letter from the Commissioner of Indian Affairs, which fully states the condition of the half-breed tract referred to in the said petition, viz:

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, May 4, 1864.

SIR: I have the honor to acknowledge the receipt of your letter of the 2d instant, enclosing "a bill to authorize the Commissioner of Indian Affairs to issue Sioux half-breed certificates or scrip to certain persons therein named," together with certain other papers relating thereto, upon which you desire to be informed if there are any valid reasons known to this office "why the prayer of the petitioners should not be granted."

For your information I have to state that by the ninth article of the treaty of July 15, 1830, at Prairie du Chien, (U. S. Statutes at Large, vol. 7, p. 330,) it was provided that a certain tract of land should be set apart for the benefit of the half-breeds of the tribe. By the act of July 17, 1854, (U. S. Statutes at Large, vol. 10, p. 304,) the President was authorized to cause a survey of said reservation to be made, which was done, and the result showed an aggregate of $320,819\frac{48}{100}$ acres. The same act also authorized a census of the half-breeds to be taken, and a division of the land *pro rata* among said half-breeds. Upon completion of the census it was found that six hundred and forty half-breeds were entitled to participate in the division of the land, but, lest there might be some omissions of those entitled to so participate, it was determined to reserve a small portion of the land from the general distribution for the benefit of any persons thus omitted. Accordingly, on the 24th day of November, 1856, scrip for four hundred and eighty acres was issued to each of the above named six hundred and forty half-breeds, covering in the aggregate 307,200 acres, and leaving a surplus of $13,619\frac{48}{100}$ acres.

Applications from half-breeds who had not participated in the division aforesaid were from time to time received at this office during the years 1857, 1858,

and 1859, but no special action appears to have been taken in relation thereto until March 5, 1860, at which time, with a view to close the matter of making division of the residue of the reservation, late Superintendent Cullen was directed "to give notice by public advertisement to all parties claiming under said treaty that the department had determined to limit the time for receiving their applications, with the proof upon which they are based, to the 1st of June, after which no claims would be admitted."

Under the notice given as above directed, thirty-eight persons submitted satisfactory proof that they were entitled to participate in the division of the lands, and this office, under direction of the then Secretary of the Interior, on the 10th of October, 1860, divided the surplus of $13,619\frac{48}{100}$ acres *pro rata* among said thirty-eight claimants, by issuing to each person scrip for three hundred and sixty acres, making an aggregate of 13,680 acres, being a small excess of the entire reservation.

The reservation having been exhausted by the issuance of scrip equal to its entire area, I am of opinion that the prayer of the petitioners should not be granted.

I return herewith the papers submitted by you.

Very respectfully, your obedient servant,

W. P. DOLE, *Commissioner.*

Hon. M. S. WILKINSON,
United States Senate.

The committee adopt the conclusions of the Commissioner of Indian Affairs, and report the petition and bill back to the Senate, and recommend that the same be indefinitely postponed.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 63.

IN THE SENATE OF THE UNITED STATES.

MAY 5, 1864.—Ordered to be printed, and that 20,000 additional copies be printed for the use of the Senate.

JOINT RESOLUTION directing the Committee on the Conduct of the War to examine into the recent attack on Fort Pillow.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Joint Committee on the Conduct of the War be, and they are hereby, instructed to inquire into the truth of the rumored slaughter of the Union troops, after their surrender, at the recent attack of the rebel forces upon Fort Pillow, Tennessee; as, also, whether Fort Pillow could have been sufficiently re-enforced or evacuated, and if so, why it was not done; and that they report the facts to Congress as soon as possible.

Approved April 21, 1864.

Mr. WADE submitted the following

REPORT.

The Joint Committee on the Conduct and Expenditures of the War, to whom was referred the resolution of Congress instructing them to investigate the late massacre at Fort Pillow, designated two members of the committee—Messrs. Wade and Gooch—to proceed forthwith to such places as they might deem necessary, and take testimony. That sub-committee having discharged that duty, returned to this city, and submitted to the joint committee a report, with accompanying papers and testimony. The report was read and adopted by the committee, whose chairman was instructed to submit the same, with the testimony, to the Senate, and ask that the same be printed.

REPORT OF SUB-COMMITTEE.

Messrs. WADE and GOOCH, the sub-committee appointed by the Joint Committee on the Conduct and Expenditures of the War, with instructions to proceed to such points as they might deem necessary for the purpose of taking testimony in regard to the massacre at Fort Pillow, submitted the following report to the joint committee, together with the accompanying testimony and papers:

In obedience to the instructions of this joint committee adopted on the 18th ultimo, your committee left Washington on the morning of the 19th, taking with them the stenographer of this committee, and proceeded to Cairo and Mound City, Illinois; Columbus, Kentucky; and Fort Pillow and Memphis, Tennessee; at each of which places they proceeded to take testimony.

Although your committee were instructed to inquire only in reference to the attack, capture, and massacre of Fort Pillow, they have deemed it proper to take some testimony in reference to the operations of Forrest and his command immediately preceding and subsequent to that horrible transaction. It will appear, from the testimony thus taken, that the atrocities committed at Fort

Pillow were not the result of passions excited by the heat of conflict, but were the results of a policy deliberately decided upon and unhesitatingly announced. Even if the uncertainty of the fate of those officers and men belonging to colored regiments who have heretofore been taken prisoners by the rebels has failed to convince the authorities of our government of this fact, the testimony herewith submitted must convince even the most skeptical that it is the intention of the rebel authorities not to recognize the officers and men of our colored regiments as entitled to the treatment accorded by all civilized nations to prisoners of war. The declarations of Forrest and his officers, both before and after the capture of Fort Pillow, as testified to by such of our men as have escaped after being taken by him; the threats contained in the various demands for surrender made at Paducah, Columbus, and other places; the renewal of the massacre the morning after the capture of Fort Pillow; the statements made by the rebel officers to the officers of our gunboats who received the few survivors at Fort Pillow—all this proves most conclusively the policy they have determined to adopt.

The first operation of any importance was the attack upon Union city, Tennessee, by a portion of Forrest's command. The attack was made on the 24th of March. The post was occupied by a force of about 500 men under Colonel Hawkins, of the 7th Tennessee Union cavalry. The attacking force was superior in numbers, but was repulsed several times by our forces. For the particulars of the attack, and the circumstances attending the surrender, your committee would refer to the testimony herewith submitted. They would state, however, that it would appear from the testimony that the surrender was opposed by nearly if not quite all the officers of Colonel Hawkins's command. Your committee think that the circumstances connected with the surrender are such that they demand the most searching investigation by the military authorities, as, at the time of the surrender, but one man on our side had been injured.

On the 25th of March, the enemy, under the rebel Generals Forrest, Buford, Harris, and Thompson, estimated at over 6,000 men, made an attack on Paducah, Kentucky, which post was occupied by Colonel S. G. Hicks, 40th Illinois regiment, with 655 men. Our forces retired into Fort Anderson, and there made their stand—assisted by some gunboats belonging to the command of Captain Shirk of the navy—successfully repelling the attacks of the enemy. Failing to make any impression upon our forces, Forrest then demanded an unconditional surrender, closing his communication to Colonel Hicks in these words: "If you surrender you shall be treated as prisoners of war, but if I have to storm your works you may expect no quarter." This demand and threat was met by a refusal on the part of Colonel Hicks to surrender, he stating that he had been placed there by his government to defend that post, and he should do so. The rebels made three other assaults that same day, but were repulsed with heavy loss each time, the rebel General Thompson being killed in the last assault. The enemy retired the next day, having suffered a loss estimated at three hundred killed, and from 1,000 to 1,200 wounded. The loss on our side was 14 killed and 46 wounded.

The operations of the enemy at Paducah were characterized by the same bad faith and treachery that seem to have become the settled policy of Forrest and his command. The flag of truce was taken advantage of there, as elsewhere, to secure desirable positions which the rebels were unable to obtain by fair and honorable means; and also to afford opportunities for plundering private stores as well as government property. At Paducah the rebels were guilty of acts more cowardly, if possible, than any they have practiced elsewhere. When the attack was made the officers of the fort and of the gunboats advised the women and children to go down to the river for the purpose of being taken across out of danger. As they were leaving the town for that purpose, the rebel sharpshooters mingled with them, and, shielded by their presence, advanced and fired upon the gunboats, wounding some of our officers and men.

Our forces could not return the fire without endangering the lives of the women and children. The rebels also placed women in front of their lines as they moved on the fort, or were proceeding to take positions while the flag of truce was at the fort, in order to compel our men to withhold their fire, out of regard for the lives of the women who were made use of in this most cowardly manner. For more full details of the attack, and the treacherous and cowardly practices of the rebels there, your committee refer to the testimony herewith submitted.

On the 13th of April, the day after the capture of Fort Pillow, the rebel General Buford appeared before Columbus, Kentucky, and demanded its unconditional surrender. He coupled with that demand a threat that if the place was not surrendered, and he should be compelled to attack it, "no quarter whatever should be shown to the negro troops." To this Colonel Lawrence, in command of the post, replied, that "surrender was out of the question," as he had been placed there by his government to hold and defend the place, and should do so. No attack was made, but the enemy retired, having taken advantage of the flag of truce to seize some horses of Union citizens which had been brought in there for security.

It was at Fort Pillow, however, that the brutality and cruelty of the rebels were most fearfully exhibited. The garrison there, according to the last returns received at headquarters, amounted to 19 officers and 538 enlisted men, of whom 262 were colored troops, comprising one battalion of the 6th United States heavy artillery, (formerly called the 1st Alabama artillery,) of colored troops, under command of Major L. F. Booth; one section of the 2d United States light artillery, colored, and one battalion of the 13th Tennessee cavalry, white, commanded by Major W. F. Bradford. Major Booth was the ranking officer, and was in command of the post.

On Tuesday, the 12th of April, (the anniversary of the attack on Fort Sumter, in April, 1861,) the pickets of the garrison were driven in just before sunrise, that being the first intimation our forces there had of any intention on the part of the enemy to attack that place. Fighting soon became general, and about 9 o'clock Major Booth was killed. Major Bradford succeeded to the command, and withdrew all the forces within the fort. They had previously occupied some intrenchments at some distance from the fort, and further from the river.

This fort was situated on a high bluff, which descended precipitately to the river's edge, the side of the bluff on the river side being covered with trees, bushes, and fallen timber. Extending back from the river, on either side of the fort, was a ravine or hollow—the one below the fort containing several private stores and some dwellings, constituting what was called the town. At the mouth of that ravine, and on the river bank, were some government buildings containing commissary and quartermaster's stores. The ravine above the fort was known as Cold Creek ravine, the sides being covered with trees and bushes. To the right, or below and a little to the front of the fort, was a level piece of ground, not quite so elevated as the fort itself, on which had been erected some log huts or shanties, which were occupied by the white troops, and also used for hospital and other purposes. Within the fort tents had been erected, with board floors, for the use of the colored troops. There were six pieces of artillery in the fort, consisting of two 6-pounders, two 12-pounder howitzers, and two 10-pounder Parrots.

The rebels continued their attack, but, up to two or three o'clock in the afternoon, they had not gained any decisive success. Our troops, both white and black, fought most bravely, and were in good spirits. The gunboat No. 7, (New Era,) Captain Marshall, took part in the conflict, shelling the enemy as opportunity offered. Signals had been agreed upon by which the officers in the fort could indicate where the guns of the boat could be most effective. There being but one gunboat there, no permanent impression appears to have been produced upon the enemy; for as they were shelled out of one ravine, they would make

their appearance in the other. They would thus appear and retire as the gunboat moved from one point to the other. About one o'clock the fire on both sides slackened somewhat, and the gunboat moved out in the river, to cool and clean its guns, having fired 282 rounds of shell, shrapnell, and canister, which nearly exhausted its supply of ammunition.

The rebels having thus far failed in their attack, now resorted to their customary use of flags of truce. The first flag of truce conveyed a demand from Forrest for the unconditional surrender of the fort. To this Major Bradford replied, asking to be allowed one hour to consult with his officers and the officers of the gunboat. In a short time a second flag of truce appeared, with a communication from Forrest, that he would allow Major Bradford twenty minutes in which to move his troops out of the fort, and if it was not done within that time an assault would be ordered. To this Major Bradford returned the reply that he would not surrender.

During the time these flags of truce were flying, the rebels were moving down the ravine and taking positions from which the more readily to charge upon the fort. Parties of them were also engaged in plundering the government buildings of commissary and quartermaster's stores, in full view of the gunboat. Captain Marshall states that he refrained from firing upon the rebels, although they were thus violating the flag of truce, for fear that, should they finally succeed in capturing the fort, they would justify any atrocities they might commit by saying that they were in retaliation for his firing while the flag of truce was flying. He says, however, that when he saw the rebels coming down the ravine above the fort, and taking positions there, he got under way and stood for the fort, determined to use what little ammunition he had left in shelling them out of the ravine; but he did not get up within effective range before the final assault was made.

Immediately after the second flag of truce retired, the rebels made a rush from the positions they had so treacherously gained and obtained possession of the fort, raising the cry of "No quarter!" But little opportunity was allowed for resistance. Our troops, black and white, threw down their arms, and sought to escape by running down the steep bluff near the fort, and secreting themselves behind trees and logs, in the bushes, and under the brush—some even jumping into the river, leaving only their heads above the water, as they crouched down under the bank.

Then followed a scene of cruelty and murder without a parallel in civilized warfare, which needed but the tomahawk and scalping-knife to exceed the worst atrocities ever committed by savages. The rebels commenced an indiscriminate slaughter, sparing neither age nor sex, white or black, soldier or civilian. The officers and men seemed to vie with each other in the devilish work; men, women, and even children, wherever found, were deliberately shot down, beaten, and hacked with sabres; some of the children not more than ten years old were forced to stand up and face their murderers while being shot; the sick and the wounded were butchered without mercy, the rebels even entering the hospital building and dragging them out to be shot, or killing them as they lay there unable to offer the least resistance. All over the hillside the work of murder was going on; numbers of our men were collected together in lines or groups and deliberately shot; some were shot while in the river, while others on the bank were shot and their bodies kicked into the water, many of them still living but unable to make any exertions to save themselves from drowning. Some of the rebels stood on the top of the hill or a short distance down its side, and called to our soldiers to come up to them, and as they approached, shot them down in cold blood; if their guns or pistols missed fire, forcing them to stand there until they were again prepared to fire. All around were heard cries of "No quarter!" "No quarter!" "Kill the damned niggers; shoot them down!" All who asked for mercy were answered by the

most cruel taunts and sneers. Some were spared for a time, only to be murdered under circumstances of greater cruelty. No cruelty which the most fiendish malignity could devise was omitted by these murderers. One white soldier who was wounded in one leg so as to be unable to walk, was made to stand up while his tormentors shot him; others who were wounded and unable to stand were held up and again shot. One negro who had been ordered by a rebel officer to hold his horse, was killed by him when he remounted; another, a mere child, whom an officer had taken up behind him on his horse, was seen by Chalmers, who at once ordered the officer to put him down and shoot him, which was done. The huts and tents in which many of the wounded had sought shelter were set on fire, both that night and the next morning, while the wounded were still in them—those only escaping who were able to get themselves out, or who could prevail on others less injured than themselves to help them out; and even some of those thus seeking to escape the flames were met by those ruffians and brutally shot down, or had their brains beaten out. One man was deliberately fastened down to the floor of a tent, face upwards, by means of nails driven through his clothing and into the boards under him, so that he could not possibly escape, and then the tent set on fire; another was nailed to the side of a building outside of the fort, and then the building set on fire and burned. The charred remains of five or six bodies were afterwards found, all but one so much disfigured and consumed by the flames that they could not be identified, and the identification of that one is not absolutely certain, although there can hardly be a doubt that it was the body of Lieutenant Akerstrom, quartermaster of the 13th Tennessee cavalry, and a native Tennessean; several witnesses who saw the remains, and who were personally acquainted with him while living, have testified that it is their firm belief that it was his body that was thus treated.

These deeds of murder and cruelty ceased when night came on, only to be renewed the next morning, when the demons carefully sought among the dead lying about in all directions for any of the wounded yet alive, and those they found were deliberately shot. Scores of the dead and wounded were found there the day after the massacre by the men from some of our gunboats who were permitted to go on shore and collect the wounded and bury the dead. The rebels themselves had made a pretence of burying a great many of their victims, but they had merely thrown them, without the least regard to care or decency, into the trenches and ditches about the fort, or the little hollows and ravines on the hill-side, covering them but partially with earth. Portions of heads and faces, hands and feet, were found protruding through the earth in every direction. The testimony also establishes the fact that the rebels buried some of the living with the dead, a few of whom succeeded afterwards in digging themselves out, or were dug out by others, one of whom your committee found in Mound City hospital, and there examined. And even when your committee visited the spot, two weeks afterwards, although parties of men had been sent on shore from time to time to bury the bodies unburied and rebury the others, and were even then engaged in the same work, we found the evidences of this murder and cruelty still most painfully apparent; we saw bodies still unburied (at some distance from the fort) of some sick men who had been met fleeing from the hospital and beaten down and brutally murdered, and their bodies left where they had fallen. We could still see the faces, hands, and feet of men, white and black, protruding out of the ground, whose graves had not been reached by those engaged in re-interring the victims of the massacre; and although a great deal of rain had fallen within the preceding two weeks, the ground, more especially on the side and at the foot of the bluff where the most of the murders had been committed, was still discolored by the blood of our brave but unfortunate men, and the logs and trees showed but too plainly the evidences of the atrocities perpetrated there.

Many other instances of equally atrocious cruelty might be enumerated, but

your committee feel compelled to refrain from giving here more of the heart-sickening details, and refer to the statements contained in the voluminous testimony herewith submitted. Those statements were obtained by them from eye-witnesses and sufferers; many of them, as they were examined by your committee, were lying upon beds of pain and suffering, some so feeble that their lips could with difficulty frame the words by which they endeavored to convey some idea of the cruelties which had been inflicted on them, and which they had seen inflicted on others.

How many of our troops thus fell victims to the malignity and barbarity of Forrest and his followers cannot yet be definitely ascertained. Two officers belonging to the garrison were absent at the time of the capture and massacre. Of the remaining officers but two are known to be living, and they are wounded and now in the hospital at Mound City. One of them, Captain Potter, may even now be dead, as the surgeons, when your committee were there, expressed no hope of his recovery. Of the men, from 300 to 400 are known to have been killed at Fort Pillow, of whom, at least, 300 were murdered in cold blood after the post was in possession of the rebels, and our men had thrown down their arms and ceased to offer resistance. Of the survivors, except the wounded in the hospital at Mound City, and the few who succeeded in making their escape unhurt, nothing definite is known; and it is to be feared that many have been murdered after being taken away from the fort.

In reference to the fate of Major Bradford, who was in command of the fort when it was captured, and who had up to that time received no injury, there seems to be no doubt. The general understanding everywhere seemed to be that he had been brutally murdered the day after he was taken prisoner.

There is some discrepancy in the testimony, but your committee do not see how the one who professed to have been an eye-witness of his death could have been mistaken. There may be some uncertainty in regard to his fate.

When your committee arrived at Memphis, Tennessee, they found and examined a man (Mr. McLagan) who had been conscripted by some of Forrest's forces, but who, with other conscripts, had succeeded in making his escape. He testifies that while two companies of rebel troops, with Major Bradford and many other prisoners, were on their march from Brownsville to Jackson, Tennessee, Major Bradford was taken by five rebels—one an officer—led about fifty yards from the line of march, and deliberately murdered in view of all there assembled. He fell—killed instantly by three musket balls, even while asking that his life might be spared, as he had fought them manfully, and was deserving of a better fate. The motive for the murder of Major Bradford seems to have been the simple fact that, although a native of the south, he remained loyal to his government. The testimony herewith submitted contains many statements made by the rebels that they did not intend to treat "home-made Yankees," as they termed loyal southerners, any better than negro troops.

There is one circumstance connected with the events herein narrated which your committee cannot permit to pass unnoticed. The testimony herewith submitted discloses this most astounding and shameful fact: On the morning of the day succeeding the capture of Fort Pillow, the gunboat Silver Cloud, (No. 28,) the transport Platte Valley, and the gunboat New Era, (No. 7,) landed at Fort Pillow under flag of truce, for the purpose of receving the few wounded there and burying the dead. While they were lying there, the rebel General Chalmers and other rebel officers came down to the landing, and some of them went on the boats. Notwithstanding the evidences of rebel atrocity and barbarity with which the ground was covered, there were some of our army officers on board the Platte Valley so lost to every feeling of decency, honor, and self-respect, as to make themselves disgracefully conspicuous in bestowing civilities and attention upon the rebel officers, even while they were boasting of the murders they had there committed. Your committee were unable to ascertain the names of

the officers who have thus inflicted so foul a stain upon the honor of our army. They are assured, however, by the military authorities that every effort will be made to ascertain their names and bring them to the punishment they so richly merit.

In relation to the re-enforcement or evacuation of Fort Pillow, it would appear from the testimony that the troops there stationed were withdrawn on the 25th of January last, in order to accompany the Meridian expedition under General Sherman. General Hurlbut testifies that he never received any instructions to permanently vacate the post, and deeming it important to occupy it, so that the rebels should not interrupt the navigation of the Mississippi by planting artillery there, he sent some troops there about the middle of February, increasing their number afterwards until the garrison amounted to nearly 600 men. He a'so states that as soon as he learned that the place was attacked, he immediately took measures to send up re-enforcements from Memphis, and they were actually embarking when he received information of the capture of the fort.

Your committee cannot close this report without expressing their obligations to the officers of the army and navy, with whom they were brought in contact, for the assistance they rendered. It is true your committee were furnished by the Secretary of War with the fullest authority to call upon any one in the army for such services as they might require, to enable them to make the investigation devolved upon them by Congress, but they found that no such authority was needed. The army and navy officers at every point they visited evinced a desire to aid the committee in every way in their power; and all expressed the highest satisfaction that Congress had so promptly taken steps to ascertain the facts connected with this fearful and bloody transaction, and the hope that the investigation would lead to prompt and decisive measures on the part of the government. Your committee would mention more particularly the names of General Mason Brayman, military commandant at Cairo; Captain J. H. Odlin, his chief of staff; Captain Alexander M. Pennock, United States navy, fleet captain of Mississippi squadron; Captain James W. Shirk, United States navy, commanding 7th district Mississippi squadron; Surgeon Horace Wardner, in charge of Mound City general hospital; Captain Thomas M. Farrell, United States navy, in command of gunboat Hastings, (furnished by Captain Pennock to convey the committee to Fort Pillow and Memphis;) Captain Thomas Pattison, naval commandant at Memphis; General C. C. Washburne, and the officers of their commands, as among those to whom they are indebted for assistance and attention.

All of which is respectfully submitted.

B. F. WADE.
D. W. GOOCH.

Adopted by the committee as their report.

B. F. WADE, *Chairman.*

TESTIMONY.

CAIRO, ILLINOIS, *April* 22, 1864.

Brigadier General Mason Brayman sworn and examined by the chairman.

Question. What is your rank and position in the service?

Answer. Brigadier General of volunteers; have been in command of the district of Cairo since March 19, 1864.

Question. What was the extent of your district when you assumed command, and what your available force?

Answer. The river, from Paducah to Island No. Ten, inclusive, about 160 miles, and adjacent portions of Tennessee and Kentucky. My available force for duty, as appears from tri-monthly report of March 20, as follows:

Paducah, officers and men	408
Cairo ..... do	231
Columbus ..... do	998
Hickman ..... do	51
Island No. Ten .. do	162
Union City ..... do	479
Aggregate	2,329

Question. What was the character of your force and the condition of your command at that time?

Answer. Three-fourths of the men were colored, a portion of them not mustered into service, and commanded by officers temporarily assigned, awaiting commission. Of the white troops about one-half at the posts on the river were on duty as provost marshals' guards and similar detached duties, leaving but a small number in condition for movement. The fortifications were in an unfinished condition, that at Cairo rendered almost useless by long neglect. Many of the guns were dismounted, or otherwise unfit for service, and the supply of ammunition deficient and defective. A body of cavalry at Paducah were not mounted, and only part of those at Union City. I had not enough mounted men within my reach for orderlies.

Question. What is the character of the public property and interests intrusted to your care?

Answer. Paducah commands the Ohio. In hostile hands, the Tennessee and Cumberland rivers are no longer ours. Mound City, eight miles above Cairo, is the great naval depot for the western fleet. Gunboats there receive their armaments, crews, and supplies. An average of probably $5,000,000 of public property is constantly at that point; I found it guarded by, perhaps, fifty men of the veteran reserve corps, not referring to gunboats lying there. Cairo, at the confluence of the great rivers, is the narrow gateway through which all military and naval operations of the Mississippi valley must be made. I cannot compute the amount or value of shipping and property at all times at this point. The committee must observe that the loss of Mound City and Cairo would paralyze the western army and navy. The points below Columbus and Island Ten are fortified places; while holding them, the rebels had control of the river. It required a prodigious effort to dislodge them. To concede to them any point on the river, even for a week, would bring disaster. Furthermore, the rebels now control western Kentucky; they are murdering, robbing, and driving out

the loyal men; they avow their determination to permit the loyal men to take no part in the approaching elections. Unless protected in their effort to protect themselves, the Union men must give way, and the country remain under insurrectionary control.

Question. Did you consider your force, as stated, adequate to the protection of your district?

Answer. Wholly inadequate, considering the interests at stake, and the hostile forces within attacking distance.

Question. When did you first hear that Forrest was advancing?

Answer. On March 23, four days after I took command, Colonel Hicks, at Paducah, and Colonel Hawkins at Union City, advised me by telegraph of the presence in their neighborhood of armed bands, both fearing an attack. At night of the same day, Colonel Hawkins reported Forrest at Jackson, 61 miles south, with 7,000 men; and again that he expected an attack within 24 hours. He wanted re-enforcements.

Question. Had you the means of re-enforcing him?

Answer. Of my own command, I had not 150 available men; however, some regiments and detachments of General Veatch's division had arrived and awaited the arrival of boats from St. Louis to carry them up the Tennessee. General Veatch had gone to Evansville, Indiana. Simultaneously with the reports from Hicks and Hawkins, I received from General Sherman, then at Nashville, this despatch: "Has General Veatch and command started up the Tennessee? If not, start them up at once." Down to this time it was uncertain whether Union City or Paducah was the real object of attack. Late in the evening I applied to Captain Fox, General Veatch's assistant adjutant general, to have 2,000 men in readiness to move during the night, if wanted, promising to have them back in time to embark, on arrival of their transports. I telegraphed Hawkins that he would receive aid, directing him to "fortify and keep well prepared." About 4½ o'clock of the morning of of the 24th, I was satisfied that Union City was the point of attack. Boats were impressed, four regiments were embarked, and I left at ten; disembarked at Columbus, and arriving within six miles of Union City at four p. m., where I learned that a surrender had taken place at 11 a. m., and the garrison marched off. I turned back, and at three the next morning turned over General Veatch's men, ready to go up the Tennessee.

Question Why did you not pursue Forrest?

Answer. For three reasons: *First*, his force was all cavalry; mine all infantry. *Second*, he was moving on Paducah, and, while I could not overtake him by land, I could head him by the rivers. *Third*, another despatch from General Sherman reached me as I was going out from Columbus, prohibiting me from diverting the troops bound up the Tennessee from that movement on account of the presence of Forrest. My purpose was to save Union City, bring in its garrison, and have General Veatch's men back in time for their boats. While I was willing to risk much to secure a garrison supposed to be yet engaged in gallant defence, I could do nothing to mitigate the accomplished misfortune of a surrender.

Question. Do you think the surrender premature?

Answer. The garrison was within fortifications; the enemy had no artillery. A loss of one man killed and two or three wounded does not indicate a desperate case. The rebels were three times repulsed A flag of truce followed, and a surrender.

Question. How large was the attacking party?

Answer. I judge fifteen hundred, the largest portion of Forrest's force being evidently on the way to Paducah.

Question. How large was his entire force?

Answer. Apparently 6,500.

Question. When was Paducah attacked?

Answer. About 3 p. m. the next day, March 25.

Question. Was Paducah re-enforced previous to the attack?

Answer. It was not. I had no men to send, but sent supplies.

Question. Where was General Veatch's command?

Answer. Embarking for the Tennessee.

Question. Was Paducah well defended?

Answer. Most gallantly, and with success. The conduct of Colonel Hicks and his entire command was noble in the highest degree.

Question. How did his colored troops behave?

Answer. As well as the rest. Colonel Hicks thus refers to them in his official report: "I have been one of those men who never had much confidence in colored troops fighting, but those doubts are now all removed, for they fought as bravely as any troops in the fort."

Question. Why was the city shelled and set on fire?

Answer. Our small force retired within the fort; the rebels took possession of the town, and from adjacent buildings their sharpshooters fired upon us. It was necessary to dislodge them. The gunboats Peosta, Captain Smith, and Paw Paw, Captain O'Neal, and the fort drove them out, necessarily destroying property. Most of the inhabitants being still rebel sympathizers, there was less than the usual regret in performing the duty.

Question. What became of the enemy after the repulse?

Answer. They went south, and on the 26th I was notified by Colonel Hicks and by Colonel Lawrence that they were approaching Columbus.

Question. What was done?

Answer. I went to Columbus again, with such men as could be withdrawn from Cairo, and awaited an attack, but none was made. We were too strong, of which rebels in our midst had probably advised them.

Question. Do you permit rebels to remain within your lines?

Answer. Of course; after they have taken the oath.

Question. What is done in case they violate, by acting as spies, for instance?

Answer. I don't like to acknowledge that we swear them over again, but that is about what it amounts to.

Question. What became of your garrison at Hickman?

Answer. It was but 14 miles from Union City; too weak for defence, and unimportant. Having no re-enforcements to spare, I brought away the garrison.

Question. Was Union City important as a military post?

Answer. I think not, except to keep the peace and drive out guerillas. The railroad was operated to that point at the expense of the government, being used in carrying out supplies, which went mostly into disloyal hands, or were seized by Forrest. The road from Paducah to Mayfield was used by its owners. Enormous quantities of supplies needed by the rebel army were carried to Mayfield and other convenient points, and passed into the hands of the rebel army. I found this abuse so flagrant and dangerous that I made a stringent order stopping all trade. I furnish a copy herewith, making it part of my answer, (Exhibit A.)

Question. What, in your opinion, is the effect of free trade in western Kentucky and Tennessee?

Answer. Pernicious beyond measure; corrupting those in the public service, and furnishing needed supplies to enemies. I am in possession of intercepted correspondence, showing that while the trader who has taken the oath and does business at Paducah gets permits to send out supplies, several wagons at a time, his partner is receiving them within the rebel lines under permits issued by Forrest. A public officer is now under arrest and held for trial for covering up smuggling of contraband goods under permits, and sharing the profits. Pre-

tended loyal men and open enemies thus combined, and the rebel army gets the benefit. We are supplying our enemies with the means of resistance.

Question. Could not the rebels have been sooner driven out of your neighborhood?

Answer. They could by withdrawing men from duties which are presumed to be of greater importance. That point was settled by my superior officers. Forrest's force was near Mayfield, about equidistant from Paducah, Cairo, and Columbus, only a few hours from either. He was at the centre, I going round the edge of a circle. I could only watch the coming blow and help each weak point in turn. One evening, for instance, I sent 400 men to Columbus, expecting trouble there, and the next morning had them at Paducah, 75 miles distant.

Question. Had you instructions as to the presence of that force so near you?

Answer. Not specific. General Sherman, on the 23d of March, telegraphed that he was willing that Forrest should remain in that neighborhood if the people did not manifest friendship, and on April 13 he expressed a desire that Forrest should prolong his visit until certain measures could be accomplished. I think General Sherman did not purpose to withdraw a heavy force to pursue Forrest, having better use for them elsewhere, and feeling that we had force enough to hold the important points on the river. It may be that the strength of the enemy and the scattered condition of our small detachments was not fully understood. We ran too great a risk at Paducah. Nothing but great gallantry and fortitude saved it from the fate of Fort Pillow.

Question. What information had you of the attack of Fort Pillow.

Answer. Fort Pillow is 170 miles below here, not in my district, but Memphis. On April 13, at 6 p. m., I telegraphed General Sherman as follows:

"The surrender of Columbus was demanded and refused at six this morning. Women and children brought away. Heavy artillery firing this afternoon. I have sent re-enforcements. Paducah also threatened. No danger of either, but I think that Fort Pillow, in the Memphis district, is taken. General Shepley passed yesterday and saw the flag go down and thinks it a surrender. I have enough troops now from below, and will go down if necessary to that point. Captain Pennock will send gunboats. If lost, it will be retaken immediately."

I was informed, in reply, that Fort Pillow had no guns or garrison; had been evacuated; that General Hurlbut had force for its defence, &c. I understand that Fort Pillow had been evacuated and reoccupied, General Sherman not being aware of it. On the 14th he again instructed me as follows:

"What news from Columbus? Don't send men from Paris to Fort Pillow. Let General Hurlbut take care of that quarter. The Cairo troops may reenforce temporarily at Paducah and Columbus, but should be held ready to come up the Tennessee. One object that Forrest has is to induce us to make these detachments and prevent our concentrating in this quarter."

Question. Did you have any conversation with General Shepley in relation to the condition of the garrison at Fort Pillow when he passed by that point? If so, state what he said. What force did General Shepley have with him? Did he assign any reason for not rendering assistance to that garrison? if so, what was it?

Answer. General Shepley called on me. He stated that as he approached Fort Pillow, fighting was going on; he saw the flag come down "by the run," but could not tell whether it was lowered by the garrison, or by having the halliards shot away; that soon after another flag went up in another place. He could not distinguish its character, but feared that it was a surrender, though firing continued. I think he gave the force on the boat as two batteries and two or three hundred infantry. When he came away the firing was kept up, but not as heavily as at first. He was not certain how the fight was terminating. In answer to a question of mine, he said the batteries on board could not have

been used, as the bluff was too steep for ascent or to admit of firing from the water's edge, and the enemy above might have captured them. This was about the substance of our conversation.

Question. What information have you relative to the battle and massacre at Fort Pillow, particularly what transpired after the surrender?

Answer. That place not being in my district, official reports did not come to me. However, under instructions from General Sherman, I detailed officers, and collected reports and sworn proofs for transmission to him, also to the Secretary of War. Having furnished the Secretary of War with a duplicate copy for the use of your committee if he so desired, I refer to that for the information I have on the subject.

Question. Do you consider the testimony thus furnished entirely reliable?

Answer. "In the mouth of two or three witnesses shall every work be established." Here are scores of them living and dying. There are doubtless errors as to time and place, and scenes witnessed from different points of observation, but in the main I regard the witnesses honest and their accounts true.

Question. What did you learn concerning violations of the flag of truce?

Answer. I learn from official sources that at Paducah, Columbus, Union City, and Fort Pillow, the rebels moved troops, placed batteries, formed new lines, advanced, robbed stores and private houses, stole horses and other property while protected by flags of truce. J. W. McCord and Mrs. Hannah Hammond state, in writing, that at Paducah they forced five women nurses at the hospital out in front of their line, and kept them there for an hour, thus silencing our guns. Mrs. Hammond was one of the five. Reference is made to testimony furnished on the subject, and to official reports when transmitted to the War Department.

Question. What information have you as to the intention of the enemy to perpetrate such acts as the massacre at Fort Pillow?

Answer. I furnish the correspondence growing out of demands to surrender at Union City, Paducah, and Columbus, showing premeditation on the part of officers in command of the rebel army.

[Take in from reports of Lieutenant Gray, Colonel Hicks and Colonel Lawrence, with which the committee is furnished.—See Appendix.]

Question. Has there been co-operation and harmony among commanders since these troubles began?

Answer. Entire and in every respect, so far as I know. Officers of the army in charge of troops temporarily here gave all the aid possible. They were under orders which prevented their going out in pursuit of Forrest, but they gave me detachments to guard our river posts when threatened.

Question. What have been the relations existing generally between you and Captain Pennock, of the navy, fleet captain of the Mississippi squadron?

Answer. Captain Pennock is commandant of the naval station at Cairo and Mound City, and I understand represents Admiral Porter in his absence. Our relations have been cordial, and we have co-operated in all movements. The aid given by his gunboats has been prompt, ample, and very efficient. His admirable judgment and ready resources have always been available.

Question. During the operations consequent upon the movements of Forrest, did you or did you not receive cordial co-operation and support from Lieutenant Commander Shirk, commanding the 7th division Mississippi squadron?

Answer. I can only repeat my answer to the last question. Lieutenant Shirk is an admirable officer, vigilant, brave, and of exceeeingly safe judgment.

MOUND CITY, ILLINOIS, *April* 22, 1864.

Surgeon Horace Wardner sworn and examined.

By the chairman:

Question. Have you been in charge of this hospital, Mound City hospital?

Answer. I have been in charge of this hospital continually since the 25th of April, 1863.

Question. Will you state, if you please, what you know about the persons who escaped from Fort Pillow? And how many have been under your charge?

Answer. I have received thirty-four whites, twenty-seven colored men, and one colored woman, and seven corpses of those who died on their way here.

Question. Did any of those you have mentioned escape from Fort Pillow?

Answer. There were eight or nine men, I forget the number, who did escape and come here, the others were paroled. I learned the following facts about that: The day after the battle a gunboat was coming up and commenced shelling the place; the rebels sent a flag of truce for the purpose of giving over into our hands what wounded remained alive; a transport then landed and sent out details to look about the grounds and pick up the wounded there, and bring them on the boat. They had no previous attention.

Question. They were then brought under your charge?

Answer. They were brought immediately to this hospital.

Question. Who commanded that boat?

Answer. I forget the naval officer's name.

Question. How long after the capture of the place did he come along?

Answer. That was the next day after the capture.

Question. Did all who were paroled in this way come under your charge, or did any of them go to other hospitals?

Answer. None went to other hospitals that I am aware of.

Question. Please state their condition.

Answer. They were the worst butchered men I have ever seen. I have been in several hard battles, but I have never seen men so mangled as they were; and nearly all of them concur in stating that they received all their wounds after they had thrown down their arms, surrendered, and asked for quarters. They state that they ran out of the fort, threw down their arms, and ran down the bank to the edge of the river, and were pursued to the top of the bank and fired on from above.

Question. Were there any females there?

Answer. I have one wounded woman from there.

Question. Were there any children or young persons there?

Answer. I have no wounded children or young persons from there.

Question. Those you have received were mostly combatants, or had been?

Answer. Yes, sir, soldiers, white or colored.

Question. Were any of the wounded here in the hospital in the fort, and wounded while in the hospital?

Answer. I so understand them.

Question. How many in that condition did you understand?

Answer. I learned from those who came here that nearly all who were in the hospital were killed. I received a young negro boy, probably sixteen years old, who was in the hospital there sick with fever, and unable to get away. The rebels entered the hospital, and with a sabre hacked his head, no doubt with the intention of splitting it open. The boy put up his hand to protect his head, and they cut off one or two of his fingers. He was brought here insensible, and died yesterday. I made a post-mortem examination, and found that the outer table of the skull was incised, the inner table was fractured, and a piece driven into the brain.

Question. This was done while he was sick in the hospital?

Answer. Yes, sir, unable to get off his bed.

Question. Have you any means of knowing how many were murdered in that way?

Answer. No positive means, except the statement of the men.

Question. How many do you suppose from the information you have received?

Answer. I suppose there were about four hundred massacred—murdered there.

Question. What proportion white, and what proportion colored, as near as you could ascertain?

Answer. The impression I have, from what I can learn, is, that all the negroes were massacred except about eighty, and all the white soldiers were killed except about one hundred or one hundred and ten.

Question. We have heard rumors that some of these persons were buried alive; did you hear anything about that?

Answer. I have two in the hospital here who were buried alive.

Question. Both colored men?

Answer. Yes, sir.

Question. How did they escape?

Answer. One of them I have not conversed with personally, the other I have. He was thrown into a pit, as he states, with a great many others, white and black, several of whom were alive; they were all buried up together. He lay on the outer edge, but his head was nearer the surface; he had one well hand, and with that hand he was able to work a place through which he could breathe, and in that way he got his head out; he lay there for some twenty-four hours, and was finally taken out by somebody. The others, next to him, were buried so deep that they could not get out, and died.

Question. Did you hear anything about any of them having been thrown into the flames and burned?

Answer. I do not know anything about that myself. These men did not say much, and in fact I did not myself have time to question them very closely.

Question. What is the general condition now of the wounded men from Fort Pillow under your charge?

Answer. They are in as good condition as they can be, probably about one-third of them must die.

Question. Is your hospital divided into wards, and can we go through and take the testimony of these men, ward by ward?

Answer. It is divided into wards. The men from Fort Pillow are scattered through the hospital, and isolated to prevent erysipelas. If I should crowd too many badly wounded men in one ward I would be likely to get the erysipelas among them, and lose a great many of them.

By Mr. Gooch:

Question. Are the wounds of these men such as men usually receive in battle?

Answer. The gunshot wounds are; the sabre cuts are the first I have ever seen in the war yet. They seem to have been shot with the intention of hitting the body. There are more body wounds than in an ordinary battle.

Question. Just as if they were close enough to select the parts of the body to be hit?

Answer. Yes, sir; some of them were shot with pistols by the rebels standing from one foot to ten feet of them.

The committee then proceeded to the various wards and took the testimony of such of the wounded as were able to bear the examination.

The testimony of the colored men is written out exactly as given, except that it is rendered in a grammatical form, instead of the broken language some of them used.

MOUND CITY HOSPITAL,
Illinois, April 22, 1864.

Elias Falls, (colored,) private, company A, 6th United States heavy artillery, or 1st Alabama artillery, sworn and examined.

By Mr. Gooch:

Question. Were you at Fort Pillow when the battle took place there, and it was captured by the rebels?

Answer. I was there; I was a cook, and was waiting on the captain and major.

Question. What did you see done there? What did the rebels do after they came into the fort?

Answer. They killed all the men after they surrendered, until orders were given to stop; they killed all they came to, white and black, after they had surrendered.

Question. The one the same as the other?

Answer. Yes, sir, till he gave orders to stop firing.

Question. Till who gave orders?

Answer. They told me his name was Forrest.

Question. Did you see anybody killed or shot there?

Answer. Yes, sir; I was shot after the surrender, as I was marched up the hill by the rebels.

Question. Where were you wounded?

Answer. In the knee.

Question. Was that the day of the fight?

Answer. The same day.

Question. Did you see any men shot the next day?

Answer. I did not.

Question. What did you see done after the place was taken?

Answer. After peace was made some of the secesh soldiers came around cursing the boys that were wounded. They shot one of them about the hand, aimed to shoot him in the head, as he lay on the ground, and hit him in the hand; and an officer told the secesh soldier if he did that again he would arrest him, and he went off then.

Question. Did they burn any buildings?

Answer. Yes, sir.

Question. Was anybody burned in the buildings?

Answer. I did not see anybody burned; I saw them burn the buildings; I was not able to walk about; I staid in a building that night with some three or four white men.

Question. Do you know anything about their going into the hospital and killing those who were there sick in bed?

Answer. We had some three or four of our men there, and some of our men came in and said they had killed two women and two children.

Duncan Harding, (colored,) private, company A, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Were you in Fort Pillow at the time it was captured?

Answer. Yes, sir; I was a gunner No. 2 at the gun.

Question. What did you see there?

Answer. I did not see much until next morning. I was shot in the arm that evening; they picked me up and marched me up the hill, and while they were marching me up the hill they shot me again through the thigh.

Question. Did you see anybody else shot after they had surrendered?

Answer. The next morning I saw them shoot down one corporal in our company.

Question. What was his name?

Answer. Robert Winston.

Question. Did they kill him?

Answer. Yes, sir.

Question. What were you doing at the time?

Answer. I was lying down.

Question. What was the corporal doing?

Answer. When the gunboats commenced firing he was started off with them, but he would not go fast enough and they shot him dead.

Question. When you were shot the last time had you any arms in your hands?

Answer. No, sir.

Question. Had the corporal any arms in his hands?

Answer. No, sir; nothing.

By the chairman:

Question. What do you know about any buildings being burned?

Answer. I saw them burn the buildings; and that morning as I was going to the boat I saw one colored man who was burned in the building.

Question. When was that building burned?

Answer. The next morning.

Question. The morning after the capture?

Answer. Yes, sir.

Question. How did you get away?

Answer. I started off with the rebels; we were all lying in a hollow to keep from the shells; as their backs were turned to me I crawled up in some brush and logs, and they all left; when night come I came back to the river bank, and a gunboat came along.

Question. Were any officers about when you were shot last?

Answer. Yes, sir.

Question. Did you know any of them?

Answer. No, sir.

Question. Did they say anything against it?

Answer. No, sir; only, "Kill the God damned nigger."

Nathan Hunter, (colored,) private, company D, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Were you in Fort Pillow when it was captured?

Answer. Yes, sir.

Question. What did you see done there?

Answer. They went down the hill, and shot all of us they saw; they shot me for dead, and I lay there until the next morning when the gunboat came along. They thought I was dead and pulled my boots off. That is all I know.

Question. Were you shot when they first took the fort?

Answer. I was not shot until we were done fighting.

Question. Had you any arms in your hands when you were shot?

Answer. No, sir.

Question. How long did you lie where you were shot?

Answer. I lay there from three o'clock until after night, and then I went up in the guard-house and staid there until the next morning when the gunboat came along.

Question. Did you see any others shot?

Answer. Yes, sir; they shot down a whole parcel along with me. Their

bodies were lying there along the river bank the next morning. They kicked some of them into the river after they were shot dead.

Question. Did you see that?

Answer. Yes, sir; I thought they were going to throw me in too; I slipped away in the night.

By the chairman:

Question. Did you see any man burned?

Answer. No, sir; I was down under the hill next the river.

Question. They thought you were dead when they pulled your boots off?

Answer. Yes, sir; they pulled my boots off, and rolled me over, and said they had killed me.

Sergeant Benjamin Robinson, (colored,) company D, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Were you at Fort Pillow in the fight there?

Answer. Yes, sir.

Question. What did you see there?

Answer. I saw them shoot two white men right by the side of me after they had laid their guns down. They shot a black man clear over into the river. Then they hallooed to me to come up the hill, and I came up. They said, "Give me your money, you damned nigger." I told them I did not have any. "Give me your money, or I will blow your brains out." Then they told me to lie down, and I laid down, and they stripped everything off me.

Question. This was the day of the fight?

Answer. Yes, sir.

Question. Go on. Did they shoot you?

Answer. Yes, sir. After they stripped me and took my money away from me they dragged me up the hill a little piece, and laid me down flat on my stomach; I laid there till night, and they took me down to an old house, and said they would kill me the next morning. I got up and commenced crawling down the hill; I could not walk.

Question. When were you shot?

Answer. About 3 o'clock.

Question. Before they stripped you?

Answer. Yes, sir. They shot me before they said, "come up."

Question. After you had surrendered?

Answer. Yes, sir; they shot pretty nearly all of them after they surrendered.

Question. Did you see anything of the burning of the men?

Answer. No, sir.

Question. Did you see them bury anybody?

Answer. Yes, sir.

Question. Did they bury anybody who was not dead?

Answer. I saw one of them working his hand after he was buried; he was a black man. They had about a hundred in there, black and white. The major was buried on the bank, right side of me. They took his clothes all off but his drawers; I was lying right there looking at them. They had my captain's coat, too; they did not kill my captain; a lieutenant told him to give him his coat, and then they told him to go down and pick up those old rags and put them on.

Question. Did you see anybody shot the day after the battle?

Answer. No, sir.

Question. How did you get away?

Answer. A few men came up from Memphis, and got a piece of plank and put me on it, and took me down to the boat.

Question. Were any rebel officers around when the rebels were killing our men?

Answer. Yes, sir; lots of them.

Question. Did they try to keep their men from killing our men?

Answer. I never heard them say so. I know General Forrest rode his horse over me three or four times. I did not know him until I heard his men call his name. He said to some negro men there that he knew them; that they had been in his nigger yard in Memphis. He said he was not worth five dollars when he started, and had got rich trading in negroes.

Question. Where were you from?

Answer. I came from South Carolina.

Question. Have you been a slave?

Answer. Yes, sir.

Daniel Tyler, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you raised?

Answer. In Mississippi.

Question. Have you been a slave?

Answer. Yes, sir.

Question. Were you in Fort Pillow at the time it was captured by the rebels?

Answer. Yes, sir.

Question. When were you wounded?

Answer. I was wounded after we all surrendered; not before.

Question. At what time?

Answer. They shot me when we came up the hill from down by the river.

Question. Why did you go up the hill?

Answer. They called me up.

Question. Did you see who shot you?

Answer. Yes, sir; I did not know him.

Question. One of the rebels?

Answer. Yes, sir.

Question. How near was he to you?

Answer. I was right at him; I had my hand on the end of his gun.

Question. What did he say to you?

Answer. He said, "Whose gun are you holding?" I said, "Nobody's." He said, "God damn you, I will shoot you," and then he shot me. I let go, and then another one shot me.

Question. Were many shot at the same time?

Answer. Yes, sir, lots of them; lying all round like hogs.

Question. Did you see any one burned?

Answer. No, sir.

Question. Did you see anybody buried alive?

Answer. Nobody but me.

Question. Were you buried alive?

Answer. Yes, sir; they thought they had killed me. I lay there till about sundown, when they threw us in a hollow, and commenced throwing dirt on us.

Question. Did you say anything?

Answer. No, sir; I did not want to speak to them. I knew if I said anything they would kill me. They covered me up in a hole; they covered me up, all but one side of my head. I heard them say they ought not to bury a man who was alive. I commenced working the dirt away, and one of the secesh made a young one dig me out. They dug me out, and I was carried not far off to a fire.

Question. How long did you stay there?

Answer. I staid there that night and until the next morning, and then I slipped off. I heard them say the niggers had to go away from there before the gunboat came, and that they would kill the niggers. The gunboat commenced shelling up there, and they commenced moving off. I heard them up there shooting. They wanted me to go with them, but I would not go. I turned around, and came down to the river bank and got on the gunboat.

Question. How did you lose your eye?

Answer. They knocked me down with a carbine, and then they jabbed it out.

Question. Was that before you were shot?

Answer. Yes, sir.

Question. After you had surrendered?

Answer. Yes, sir; I was going up the hill, a man came down and met me; he had his gun in his hand, and whirled it around and knocked me down. and then took the end of his carbine and jabbed it in my eye, and shot me

Question. Were any of their officers about there then?

Answer. I did not see any officers.

Question. Were any white men buried with you?

Answer. Yes, sir.

Question. Were any buried alive?

Answer. I heard that one white man was buried alive; I did not see him.

Question. Who said that?

Answer. A young man; he said they ought not to have done it. He staid in there all night; I do not know as he ever got out.

John Haskins, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Were you at Fort Pillow when it was captured?

Answer. Yes, sir.

Question. What did you see done there?

Answer. After we had surrendered they shot me in the left arm. I ran down the river and jumped into the water; the water ran over my back; six or seven more men came around there, and the secesh shot them right on the bank. At night I got in a coal-boat and cut it loose, and went down the river.

Question. Did you see anybody else killed after they had surrendered?

Answer. A great many; I could not tell how many.

Question. Did they say why they killed our men after they had surrendered?

Answer. No, sir.

Question. How many did you see killed after they surrendered?

Answer. Six or eight right around me, who could not get into the water as I did; I heard them shooting above, too.

Question. Did they strip and rob those they killed?

Answer. Yes, sir; they ran their hands in my pockets—they thought I was dead—they did all in the same way.

Question. What time were you shot?

Answer. After four o'clock.

Question. How long after you had surrendered?

Answer. Just about the time we ran down the hill.

Question. Did you have any arms in your hands when you were shot?

Answer. No, sir.

Question. Do you know anything about their killing anybody in the hospital?

Answer. I could not tell anything about that.

Question. Do you know anything about their burning buildings?

Answer. Yes, sir; they burned the lieutenant's house, and they said they burned him in the house.

Question. He was a white man?

Answer. Yes, sir; quartermaster of the 13th Tennessee cavalry.

Question. Did you see them kill him?

Answer. No, sir; I did not see them kill him; I saw the house he was in on fire.

Question. Do you know anything about their burying anybody before they were dead?

Answer. No, sir.

Question. Where are you from?

Answer. From Tennessee.

Question. Have you been a slave?

Answer. Yes, sir.

Question. How long have you been in the army?

Answer. About two months.

Thomas Adison, (colored,) private, company C, 6th United States heavy artillery, sworn and examined.

By the chairman:

Question. Where were you raised?

Answer. In South Carolina. I was nineteen years old when I came to Mississippi. I was forty years old last March.

Question. Were you at Fort Pillow when it was captured?

Answer. Yes, sir.

Question. When were you wounded—before or after you surrendered?

Answer. Before.

Question. What happened to you after you were wounded?

Answer. I went down the hill after we surrendered; then they came down and shot me again in my face, breaking my jaw-bone.

Question. How near was the man to you?

Answer. He shot me with a revolver, about ten or fifteen feet off.

Question. What happened to you then?

Answer. I laid down, and a fellow came along and turned me over and searched my pockets and took my money. He said: "God damn his old soul; he is sure dead now; he is a big, old, fat fellow."

Question. How long did you lay there?

Answer. About two hours.

Question. Then what was done with you?

Answer. They made some of our men carry me up the hill to a house that was full of white men. They made us lie out doors all night, and said that the next morning they would have the doctor fix us up. I went down to a branch for some water, and a man said to me: "Old man, if you stay here they will kill you, but if you get into the water till the boat comes along they may save you;" and I went off. They shot a great many that evening.

Question. The day of the fight?

Answer. Yes, sir. I heard them shoot little children not more than that high, [holding his hand off about four feet from the floor,] that the officers had to wait upon them.

Question. Did you see them shoot them?

Answer. I did not hold up my head.

Question. How did you know that they shot them then?

Answer. I heard them say, "Turn around so that I can shoot you good;" and then I heard them fire, and then I heard the children fall over.

Question. Do you know that those were the boys that waited upon the officers?

Answer. Yes, sir; one was named Dave, and the other was named Anderson.

Question. Did you see them after they were shot?

Answer. No, sir; they toted them up the hill before me, because they were small. I never saw folks shot down so in my life.

By Mr. Gooch:

Question. Do you know of anybody being buried alive?

Answer. No, sir.

Question. Do you know of any one being burned?

Answer. They had a whole parcel of them in a house, and I think they burned them. The house was burned up, and I think they burned them in it.

Question. Were the men in the house colored men?

Answer. No, sir. The rebels never would have got the advantage of us if it had not been for the houses built there, and which made better breastworks for them than we had. The major would not let us burn the houses in the morning. If they had let us burn the houses in the morning, I do not believe they would ever have whipped us out of that place.

Manuel Nichols, (colored,) private, Company B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Were you in the late fight at Fort Pillow?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Yes, sir.

Question. When?

Answer. I was wounded once about a half an hour before we gave up.

Question. Did they do anything to you after you surrendered?

Answer. Yes, sir; they shot me in the head under my left ear, and the morning after the fight they shot me again in the right arm. When they came up and killed the wounded ones, I saw some four or five coming down the hill. I said to one of our boys, "Anderson, I expect if those fellows come here they will kill us." I was lying on my right side, leaning on my elbow. One of the black soldiers went into the house where the white soldiers were. I asked him if there was any water in there, and he said yes; I wanted some, and took a stick and tried to get to the house. I did not get to the house. Some of them came along, and saw a little boy belonging to company D. One of them had his musket on his shoulder, and shot the boy down. He said: "All you damned niggers come out of the house; I am going to shoot you." Some of the white soldiers said, "Boys, it is only death anyhow; if you don't go out they will come in and carry you out." My strength seemed to come to me as if I had never been shot, and I jumped up and ran down the hill. I met one of them coming up the hill; he said "stop!" but I kept on running. As I jumped over the hill, he shot me through the right arm.

Question. How many did you see them kill after they had surrendered?

Answer. After I surrendered I did not go down the hill. A man shot me under the ear, and I fell down and said to myself, "If he don't shoot me any more this won't hurt me." One of their officers came along and hallooed, "Forrest says, no quarter! no quarter!" and the next one hallooed, "Black flag! black flag!"

Question. What did they do then?

Answer. They kept on shouting. I could hear them down the hill.

Question. Did you see them bury anybody?

Answer. Yes, sir; they carried me around right to the corner of the fort, and I saw them pitch men in there.

Question. Was there any alive?

Answer. I did not see them bury anybody alive.

Question. How near to you was the man who shot you under the ear?

Answer. Right close to my head. When I was shot in the side, a man turned me over, and took my pocket-knife and pocket-book. I had some of these brass things that looked like cents. They said, "Here's some money; here's some money." I said to myself, "You got fooled that time."

Arthur Edwards, (colored,) private, company C, 6th United States heavy artillery, sworn and examined.

By the chairman:

Question. Where were you raised?

Answer. In Mississippi.

Question. Were you in Fort Pillow when it was taken?

Answer. Yes, sir.

Question. Tell what you saw there.

Answer. I was shot after I surrendered.

Question. When?

Answer. About half past four o'clock.

Question. Where were you when you were shot?

Answer. I was lying down behind a log.

Question. Where were you shot?

Answer. In the head first, then in the shoulder, then in my right wrist; and then in the head again, about half an hour after that.

Question. How many men shot at you?

Answer. One shot at me three times, and then a lieutenant shot at me.

Question. Did they say anything when they shot you?

Answer. No, sir, only I asked them not to shoot me, and they said, "God damn you, you are fighting against your master."

Question. How near was the man to you when he shot you?

Answer. He squatted down, and held his pistol close to my head.

Question. How near was the officer to you when he shot you?

Answer. About five or ten feet off; he was sitting on his horse.

Question. Who said you were fighting against your master?

Answer. The man that shot me.

Question. What did the officer say?

Answer. Nothing, but "you God damned nigger." A captain told him not to do it, but he did not mind him; he shot me, and run off on his horse.

Question. Did you see the captain?

Answer. Yes, sir; he and the captain were side by side.

Question. Did you know the captain?

Answer. No, sir.

Question. How long did you stay there?

Answer. Until next morning about 9 o'clock.

Question. How did you get away?

Answer. When the gunboat commenced shelling I went down the hill, and staid there until they carried down a flag of truce. Then the gunboat came to the bank, and a secesh lieutenant made us go down to such a place, and told us to go no further, or we would get shot again. Then the gunboat men came along to bury the dead, and told us to go on the boat.

Question. Did you see anybody shot after they had surrendered, besides yourself?

Answer. Yes, sir; they shot one right by me, and lots of the 13th Tennessee cavalry.

Question. After they had surrendered?

Answer. Yes, sir.

Question. Do you know whether any were buried alive?

Answer. Not that I saw.
Question. Did you see anybody buried?
Answer. No, sir.
Question. Did you see anybody shot the day after the fight?
Answer. No, sir.

Charles Key, (colored,) private, company D, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you raised?
Answer. In South Carolina.
Question. Have you been a slave?
Answer. Yes, sir.
Question. Where did you enlist?
Answer. In Tennessee.
Question. Were you in the fight at Fort Pillow?
Answer. Yes, sir.
Question. What did you see done there after the fight was over?
Answer. I saw nothing, only the boys run down the hill, and they came down and shot them.
Question. Were you wounded before or after you surrendered?
Answer. After the surrender, about 5 o'clock.
Question. Did you have your gun in your hands when you were wounded?
Answer. No, sir; I threw my gun into the river.
Question. How did they come to shoot you?
Answer. I was in the water, and a man came down and shot me with a revolver.
Question. Did you see anybody else shot?
Answer. Yes, sir; right smart of them, in an old coal boat. I saw one man start up the bank after he was shot in the arm, and then a fellow knocked him back into the river with his carbine, and then shot him. I did not go up the hill after I was shot. I laid in the water like I was dead until night, and then I made up a fire and dried myself, and staid there till the gunboat came along.
Question. Did they shoot you more than once?
Answer. No, sir.

Henry Christian, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you raised?
Answer. In East Tennessee.
Question. Have you been a slave?
Answer. Yes, sir.
Question. Where did you enlist?
Answer. At Corinth, Mississippi.
Question. Were you in the fight at Fort Pillow?
Answer. Yes, sir.
Question. When were you wounded?
Answer. A little before we surrendered.
Question. What happened to you afterwards?
Answer. Nothing; I got but one shot, and dug right out over the hill to the river, and never was bothered any more.
Question. Did you see any men shot after the place was taken?
Answer. Yes, sir.
Question. Where?

Answer. Down to the river.
Question. How many?
Answer. A good many; I don't know how many.
Question. By whom were they shot?
Answer. By secesh soldiers; secesh officers shot some up on the hill.
Question. Did you see those on the hill shot by the officers?
Answer I saw two of them shot.
Question. What officers were they?
Answer. I don't know whether he was a lieutenant or captain.
Question. Did the men who were shot after they had surrendered have arms in their hands?
Answer. No, sir; they threw down their arms.
Question. Did you see any shot the next morning?
Answer. I saw two shot; one was shot by an officer—he was standing, holding the officer's horse, and when the officer came and got his horse he shot him dead. The officer was setting fire to the houses.
Question. Do you say the man was holding the officer's horse, and when the officer came and took his horse he shot the man down?
Answer. Yes, sir; I saw that with my own eyes; and then I made away into the river, right off.
Question. Did you see any buried?
Answer. Yes, sir; a great many, black and white.
Question. Did you see any buried alive?
Answer. I did not see any buried alive.

Aaron Fentis, (colored,) company D, 6th United States heavy artillery, sworn and examined.

By the chairman:

Question. Where were you from?
Answer. Tennessee.
Question. Have you been a slave?
Answer. Yes, sir.
Question. Where did you enlist?
Answer. At Corinth.
Question. Who was your captain?
Answer. Captain Carron.
Question. Were you in the fight at Fort Pillow?
Answer. Yes, sir.
Question. What did you see done there?
Answer. I saw them shoot two white men, and two black men, after they had surrendered.
Question. Are you sure they were shot after they had surrendered?
Answer. Yes, sir. Some were in the river swimming out a piece, when they were shot; and they took another man by the arm, and held him up, and shot him in the breast.
Question. Did you see any others shot?
Answer. Yes, sir; I saw two wounded men shot the next morning; they were lying down when the secesh shot them.
Question. Did the rebels say anything when they were shooting our men?
Answer. They said they were going to kill them all; and they would have shot us all if the gunboat had not come along.
Question. Were you shot?
Answer. Yes, sir.
Question. When?
Answer. After the battle, the same evening.

Question. Where were you shot?
Answer. Right through both legs.
Question. How many times were you shot?
Answer. Only once, with a carbine. The man stood right close by me.
Question. Where were you?
Answer. On the river bank.
Question. Had you arms in your hands?
Answer. No, sir.
Question. What did the man say who shot you?
Answer. He said they were going to kill us all.
Question. Did you see any men buried?
Answer. No, sir.
Question. Did you see anybody burned?
Answer. No, sir; I did not see that. Where I was was a good piece off from where they had the battle.
Question. Do you know how many of your company got away?
Answer. I do not think any of my company got away.
Question. How many were killed before they surrendered?
Answer. I don't know how many; a good many, I think.
Question. Would you have surrendered, if you had known what they were going to do to you?
Answer. No, sir.

George Shaw, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you raised?
Answer. In Tennessee.
Question. Where did you enlist?
Answer. At Fort Pillow.
Question. Were you there at the fight?
Answer. Yes, sir.
Question. When were you shot?
Answer. About four o'clock in the evening.
Question. After you had surrendered?
Answer. Yes, sir.
Question. Where were you at the time?
Answer. About ten feet from the river bank.
Question. Who shot you?
Answer. A rebel soldier.
Question. How near did he come to you?
Answer. About ten feet.
Question. What did he say to you?
Answer. He said, "Damn you, what are you doing here?" I said, "Please don't shoot me." He said, "Damn you, you are fighting against your master." He raised his gun and fired, and the bullet went into my mouth and out the back part of my head. They threw me into the river, and I swam around and hung on there in the water until night.
Question. Did you see anybody else shot?
Answer. Yes, sir; three young boys, lying in the water, with their heads out; they could not swim. They begged them as long as they could, but they shot them right in the forehead.
Question. How near to them were they?
Answer. As close as that stone, (about eight or ten feet.)
Question. How old were the boys?

Answer. Not more than fifteen or sixteen years old. They were not soldiers, but contraband boys, helping us on the breastworks.

Question. Did you see any white men shot?

Answer. No, sir. I saw them shoot three men the next day.

Question. How far from the fort?

Answer. About a mile and a half; after they had taken them back as prisoners.

Question. Who shot them?

Answer. Private soldiers. One officer said, "Boys, I will have you arrested, if you don't quit killing them boys." Another officer said, "Damn it, let them go on; it isn't our law to take any niggers prisoners; kill every one of them." Then a white man took me to wait on him a little, and sent me back to a house about two hundred yards, and told me to stay all night. I went back and staid until about a half an hour by sun. Another man came along and said, "If you will go home with me I will take good care of you, if you will stay and never leave." I did not know what to do, I was so outdone; so I said, "If you will take care of me, I will go." He carried me out about three miles, to a place called Bob Greene's. The one who took me there left me, and two others came up, and said, "Damn you, we will kill you, and not be fooling about any longer." I said, "Don't shoot me." One of them said, "Go out and hold my horse." I made a step or two, and he said, "Turn around; I will hold my horse, and shoot you, too." I no sooner turned around than he shot me in the face. I fell down as if I was dead. He shot me again, and hit my arm, not my head. I laid there until I could hear him no more, and then I started back. I got back into Fort Pillow about sun up, and wandered about there until a gunboat came along, and I came up on that with about ten others.

Major Williams, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By the chairman:

Question. Where were you raised?

Answer. In Tennessee and North Mississippi.

Question. Where did you enlist?

Answer. In Memphis.

Question. Who was your captain?

Answer. Captain Lamburg.

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir.

Question. Was your captain with you?

Answer. No, sir; I think he was in Memphis.

Question. Who commanded your company?

Answer. Lieutenant Hunter and Sergeant Fox were all the officers we had.

Question. What did you see done there?

Answer. We fought them right hard during the battle, and killed some of them. After a time they sent in a flag of truce. They said afterwards that they did it to make us stop firing until their re-enforcements could come up. They said that they never could have got in if they had not done that; that we had whipped them; that they had never seen such a fight.

Question. Did you see the flag of truce?

Answer. Yes, sir.

Question. What did they do when the flag of truce was in?

Answer. They kept coming up nearer and nearer, so that they could charge quick. A heap of them came up after we stopped firing.

Question. When did you surrender?

Answer. I did not surrender until they all run.

Question. Were you wounded then?

Answer. Yes, sir; after the surrender.

Question. At what time of day was that?

Answer. They told me it was about half after one o'clock. I was wounded immediately we retreated.

Question. Did you have any arms in your hands when they shot you?

Answer. No, sir; I was an artillery man, and had no arms.

Question. Did you see the man who shot you?

Answer. No, sir.

Question. Did you hear him say anything?

Answer. No, sir; I heard nothing. He shot me, and it was bleeding pretty free, and I thought to myself, "I will make out it was a dead shot, and may be I will not get another."

Question. Did you see any others shot?

Answer. No, sir.

Question. Was there anything said about giving quarter?

Answer. Major Bradford brought in a black flag, which meant no quarter. I heard some of the rebel officers say: "You damned rascals, if you had not fought us so hard, but had stopped when we sent in a flag of truce, we would not have done anything to you." I heard one of the officers say: "Kill all the niggers;" another one said: "No; Forrest says take them and carry them with him to wait upon him and cook for him, and put them in jail and send them to their masters." Still they kept on shooting. They shot at me after that, but did not hit me; a rebel officer shot at me. He took aim at my side; at the crack of his pistol I fell. He went on and said: "There's another dead nigger."

Question. Was there any one shot in the hospital that day?

Answer. Not that I know of. I think they all came away and made a raft and floated across the mouth of the creek, and got into a flat bottom.

Question. Did you see any buildings burned?

Answer. I staid in the woods all day Wednesday. I was there Thursday and looked at the buildings. I saw a great deal left that they did not have a chance to burn up. I saw a white man burned up who was nailed up against the house.

Question. A private or an officer?

Answer. An officer; I think it was a lieutenant in the Tennessee cavalry.

Question. How was he nailed?

Answer. Through his hands and feet right against the house.

Question. Was his body burned?

Answer. Yes, sir; burned all over—I looked at him good.

Question. When did you see that?

Answer. On the Thursday after the battle.

Question. Where was the man?

Answer. Right in front of the fort.

Question. Did any one else that you know see the body nailed up there?

Answer. There was a black man there who came up on the same boat I was on.

Question. Was he with you then?

Answer. Yes, sir; and there were some five or six white people there, too, from out in the country, who were walking over the place.

Alexander Nayron, (colored,) private, company C, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you raised?

Answer. In Mississippi.

Question. Have you been a slave?
Answer. Yes, sir.
Question. Where did you enlist?
Answer. At Lagrange, last August.
Question. Were you at Fort Pillow at the time of the attack?
Answer. Yes, sir.
Question. When were you wounded?
Answer. After the fight.
Question. About what time?
Answer. About three o'clock, I reckon.
Question. Where were you when you were wounded?
Answer. Down at the river, lying down by the side of a log. They came there and told me to get up, and as I got up they shot me.
Question. Who shot you, an officer or private?
Answer. A private.
Question. How many times were you shot?
Answer. But once; they shot me in my head, and thought they had killed me.
Question. Did you see any others shot there?
Answer. Yes, sir; several other black men with me.
Question. Did you see any small boys shot?
Answer. No, sir.
Question. Did you go back from the river after you were shot?
Answer. No, sir.
Question. You remained there until you were brought away by the gunboat?
Answer. Yes, sir. I saw several of our boys shot while they were fighting. They said, when they shot me, that they were allowed to kill every damned nigger in the fort—not spare one.
Question. You saw nobody buried or burned?
Answer. No, sir; I saw them throw several in the water.
Question. Were they all dead that were thrown in?
Answer. Yes, sir; about dead.

Eli Carlton, (colored,) private, company B, 6th United States heavy artillery, sworn and examined.

By the chairman:

Question. Where were you raised?
Answer. In East Tennessee.
Question. Have you been a slave?
Answer. Yes, sir.
Question. Who was your master?
Answer. Major Fleming. I was sold once; I have had two masters.
Question. Where did you join the army?
Answer. At Corinth, Mississippi, about a year ago.
Question. Were you at Fort Pillow at the time it was taken?
Answer. Yes, sir.
Question. State what happened there.
Answer. I saw 23 men shot after they surrendered; I made 24; 17 of them laid right around me dead, and 6 below me.
Question. Who shot them?
Answer. The rebels; some white men were killed.
Question. How many white men were killed?
Answer. Three or four.
Question. Killed by the privates?
Answer. Yes, sir; I did not see any officers kill any.
Question. Were the white men officers or privates?

Answer. Privates.

Question. Were the men who shot you near to you?

Answer. Yes, sir; ten or fifteen steps off.

Question. Were you shot with a musket or a pistol?

Answer. With a musket. I was shot once on the battle-field before we surrendered. They took me down to a little hospital under the hill. I was in the hospital when they shot me a second time. Some of our privates commenced talking. They said, "Do you fight with these God damned niggers?" they said, "Yes." Then they said, "God damn you, then, we will shoot you," and they shot one of them right down. They said, "I would not kill you, but, God damn you, you fight with these damned niggers, and we will kill you;" and they blew his brains out of his head. They then went around and counted them up; I laid there and made 18 who were there, and there were 6 more below me. I saw them stick a bayonet in the small part of the belly of one of our boys, and break it right off—he had one shot then.

Question. Did you see any of our men shot the next day?

Answer. No, sir; but I heard them shooting. I hid myself in the bushes before the next morning. I left a fellow lying there, and they came down and killed him during the night. I went down there the next morning and he was dead.

Question. Did you see any of our folks buried by the rebels?

Answer. No, sir.

Question. Did you see any buildings burned up?

Answer. Yes, sir; most all were burned up.

Question. Were any persons in them when they were burned?

Answer. I heard so. I went to the quarters and staid about a house there. One of the rebels told me that he should take me out the next morning and kill me. He went out and I slipped out into the bushes, and laid there until the gunboat came. I saw them take the quartermaster; they said, "Here is one of our men; let us take him up and fix him." A white man told me the next day that they burned him.

Question. Was he wounded?

Answer. No, sir; he walked right straight. He had three stripes on his arm. I knew him well; I worked with him. He was a small fellow, weak and puny.

Sandy Cole, (colored,) private, company D, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question. Where were you born?

Answer. In Tennessee.

Question. Have you been a slave?

Answer. Yes, sir.

Question. Were you at Fort Pillow at the late fight there?

Answer. Yes, sir.

Question. When were you wounded?

Answer. After I started down the hill, after the surrender. They shot me through the thigh and through the arm.

Question. Who shot you?

Answer. A secesh private.

Question. How near was he to you?

Answer. About ten feet.

Question. Did he say anything to you?

Answer. No, sir. I went to the river and kept my body in the water, and my head under some brush.

Question. Did you see anybody else shot?

Answer. Yes, sir; I saw some of them shot right through the head.
Question. How many did you see shot?
Answer. Some seven or eight.

Jacob Thompson, (colored,) sworn and examined.

By Mr. Gooch:

Question. Were you a soldier at Fort Pillow?
Answer. No, sir, I was not a soldier; but I went up in the fort and fought with the rest. I was shot in the hand and the head.
Question. When were you shot?
Answer. After I surrendered.
Question. How many times were you shot?
Answer. I was shot but once; but I threw my hand up, and the shot went through my hand and my head.
Question. Who shot you?
Answer. A private.
Question. What did he say?
Answer. He said, "God damn you, I will shoot you, old friend."
Question. Did you see anybody else shot?
Answer. Yes, sir; they just called them out like dogs, and shot them down. I reckon they shot about fifty, white and black, right there. They nailed some black sergeants to the logs, and set the logs on fire.
Question. When did you see that?
Answer. When I went there in the morning I saw them; they were burning all together.
Question. Did they kill them before they burned them?
Answer. No, sir, they nailed them to the logs; drove the nails right through their hands.
Question. How many did you see in that condition?
Answer. Some four or five; I saw two white men burned.
Question. Was there any one else there who saw that?
Answer. I reckon there was; I could not tell who.
Question. When was it that you saw them?
Answer. I saw them in the morning after the fight; some of them were burned almost in two. I could tell they were white men, because they were whiter than the colored men.
Question. Did you notice how they were nailed?
Answer. I saw one nailed to the side of a house; he looked like he was nailed right through his wrist. I was trying then to get to the boat when I saw it.
Question. Did you see them kill any white men?
Answer. They killed some eight or nine there. I reckon they killed more than twenty after it was all over; called them out from under the hill, and shot them down. They would call out a white man and shoot him down, and call out a colored man and shoot him down; do it just as fast as they could make their guns go off.
Question. Did you see any rebel officers about there when this was going on?
Answer. Yes, sir; old Forrest was one.
Question. Did you know Forrest?
Answer. Yes, sir; he was a little bit of a man. I had seen him before at Jackson.
Question. Are you sure he was there when this was going on?
Answer. Yes, sir.
Question. Did you see any other officers that you knew?
Answer. I did not know any other but him. There were some two or three more officers came up there.

Question. Did you see any buried there?

Answer. Yes, sir; they buried right smart of them. They buried a great many secesh, and a great many of our folks. I think they buried more secesh than our folks.

Question. How did they bury them?

Answer. They buried the secesh over back of the fort, all except those on Fort hill; them they buried up on top of the hill where the gunboats shelled them.

Question. Did they bury any alive?

Answer. I heard the gunboat men say they dug two out who were alive.

Question. You did not see them?

Answer. No, sir.

Question. What company did you fight with?

Answer. I went right into the fort and fought there.

Question. Were you a slave or a free man?

Answer. I was a slave.

Question. Where were you raised?

Answer. In old Virginia.

Question. Who was your master?

Answer. Colonel Hardgrove.

Question. Where did you live?

Answer. I lived three miles the other side of Brown's mills.

Question. How long since you lived with him?

Answer. I went home once and staid with him a while, but he got to cutting up and I came away again.

Question. What did you do before you went into the fight?

Answer. I was cooking for Co. K, of Illinois cavalry; I cooked for that company nearly two years.

Question. What white officers did you know in our army?

Answer. I knew Captain Meltop and Colonel Ransom; and I cooked at the hotel at Fort Pillow, and Mr. Nelson kept it. I and Johnny were cooking together. After they shot me through the hand and head, they beat up all this part of my head (the side of his head) with the breech of their guns.

Ransom Anderson, (colored,) Co. B, 6th United States heavy artillery, sworn and examined.

By Mr. Gooch:

Question Where were you raised?

Answer. In Mississippi.

Question. Were you a slave?

Answer. Yes, sir.

Question. Where did you enlist?

Answer. At Corinth.

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir.

Question. Describe what you saw done there.

Answer. Most all the men that were killed on our side were killed after the fight was over. They called them out and shot them down. Then they put some in the houses and shut them up, and then burned the houses.

Question. Did you see them burn?

Answer. Yes, sir.

Question. Were any of them alive?

Answer. Yes, sir; they were wounded, and could not walk. They put them in the houses, and then burned the houses down.

Question. Do you know they were in there?

Answer. Yes, sir; I went and looked in there.

Question. Do you know they were in there when the house was burned?

Answer. Yes, sir; I heard them hallooing there when the houses were burning.

Question. Are you sure they were wounded men, and not dead, when they were put in there?

Answer. Yes, sir; they told them they were going to have the doctor see them, and then put them in there and shut them up, and burned them.

Question. Who set the house on fire?

Answer. I saw a rebel soldier take some grass and lay it by the door, and set it on fire. The door was pine plank, and it caught easy.

Question. Was the door fastened up?

Answer. Yes, sir; it was barred with one of those wide bolts.

Sergeant W. P. Walker, (white,) sworn and examined:

By Mr. Gooch:

Question. In what capacity did you serve in the army?

Answer. I was a sergeant in the 13th Tennessee cavalry, company D.

Question. Were you at Fort Pillow at the time of the fight there?

Answer. Yes, sir.

Question. Will you state what took place there?

Answer. In the morning the pickets ran in. We were sent out a piece as skirmishers. They kept us out about a couple of hours, and then we retreated into the fort. The firing kept up pretty regular until about two o'clock, when a flag of truce came in. While the flag of truce was in, the enemy was moving up and taking their positions; they were also pilfering and searching our quarters.

Question. They finally took the fort?

Answer. Yes, sir.

Question. What happened then?

Answer. They just shot us down without showing us any quarter at all. They shot me, for one, after I surrendered; they shot me in the arm, and the shoulder, and the neck, and in the eye.

Question. How many times did they shoot you?

Answer. They shot me in the arm and eye after I surrendered; I do not know when they shot me in the other places.

Question. Who shot you?

Answer. A private shot me with a pistol, there were a great many of us shot.

Question. What reason did he give for shooting you after you had surrendered?

Answer. A man came down the hill and said that General—some one; I could not understand the name—said that they should shoot every one of us, and take no prisoners, and then they shot us down.

Question. How did you escape?

Answer. They thought they had killed me. They searched my pockets half a dozen times, or more, and took my pocket-book from me.

Question. Did you see anybody else shot after they had surrendered?

Answer. Yes, sir; I saw several shot right around me.

Question. Did they shoot all, colored and white?

Answer. They shot all where I was. When they turned in and went to shooting the white men, they scattered and ran, and then they shot them down.

Question. Did you see them do anything besides shooting them?

Answer. I saw some knock them over the heads with muskets, and some stick sabres into them.

Question. Did you see anything of any burning or burying alive?

Answer. No, sir; I did not see that.

Question. Were any of the rebel officers about while this was going on?

Answer. Not where I was; I was down under the hill then. The niggers first ran out of the fort, and then, when they commenced shooting us, we ran down under the hill, and they followed us up and shot us. They came back the next day and shot several wounded negroes.

Question. Did you see that?

Answer. I was lying in a house, but I heard the negroes begging, and heard the guns fired; but I did not see it.

Jason Loudon, sworn and examined.

By the chairman:

Question. To what company and regiment did you belong?

Answer. To company B, 13th Tennessee cavalry.

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Yes, sir.

Question. When?

Answer. In the evening, after I surrendered.

Question. Where were you?

Answer. At the fort.

Question. State what happened when you were wounded.

Answer. Nothing; only they were going around shooting the men down. They shot a sergeant by the side of me twice after he had surrendered.

Question. Who shot him?

Answer. A secesh private.

Question. How near was that to you?

Answer. About ten steps off.

Question. Did he say anything to him?

Answer. He commenced cursing, and said they were going to kill every one of us.

Question. How many did you see shot after they had surrendered?

Answer. I saw five or six shot.

James Walls, sworn and examined.

By Mr. Gooch:

Question. To what company did you belong?

Answer. Company E, 13th Tennessee cavalry.

Question. Under what officers did you serve?

Answer. I was under Major Bradford and Captain Potter.

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir.

Question. State what you saw there of the fight, and what was done after the place was captured.

Answer. We fought them for some six or eight hours in the fort, and when they charged our men scattered and ran under the hill; some turned back and surrendered, and were shot. After the flag of truce came in I went down to get some water. As I was coming back I turned sick, and laid down behind a log. The secesh charged, and after they came over I saw one go a good ways ahead of the others. One of our men made to him and threw down his arms. The bullets were flying so thick there I thought I could not live there, so I threw down my arms and surrendered. He did not shoot me then, but as I turned around he or some other one shot me in the back.

Question. Did they say anything while they were shooting?

Answer. All I heard was, "Shoot him, shoot him!" "Yonder goes one!" "Kill him, kill him!" That is about all I heard.

Question. How many do you suppose you saw shot after they surrendered?

Answer. I did not see but two or three shot around me. One of the boys of our company, named Taylor, ran up there, and I saw him shot and fall. Then another was shot just before me, like—shot down after he threw down his arms.

Question. Those were white men?

Answer. Yes, sir. I saw them make lots of niggers stand up, and then they shot them down like hogs. The next morning I was lying around there waiting for the boat to come up. The secesh would be prying around there, and would come to a nigger and say, "You ain't dead, are you?" They would not say anything, and then the secesh would get down off their horses, prick them in their sides, and say, "Damn you, you ain't dead; get up." Then they would make them get up on their knees, when they would shoot them down like hogs.

Question. Do you know of their burning any buildings?

Answer. I could hear them tell them to stick torches all around, and they fired all the buildings.

Question. Do you know whether any of our men were in the buildings when they were burned?

Answer. Some of our men said some were burned; I did not see it, or know it to be so myself.

Question. How did they bury them—white and black together?

Answer. I don't know about the burying; I did not see any buried.

Question. How many negroes do you suppose were killed after the surrender?

Answer. There were hardly any killed before the surrender. I reckon as many as 200 were killed after the surrender, out of about 300 that were there.

Question. Did you see any rebel officers about while this shooting was going on?

Answer. I do not know as I saw any officers about when they were shooting the negroes. A captain came to me a few minutes after I was shot; he was close by me when I was shot.

Question. Did he try to stop the shooting?

Answer. I did not hear a word of their trying to stop it. After they were shot down, he told them not to shoot them any more. I begged him not to let them shoot me again, and he said they would not. One man, after he was shot down, was shot again. After I was shot down, the man I surrendered to went around the tree I was against and shot a man, and then came around to me again and wanted my pocket-book. I handed it up to him, and he saw my watch-chain and made a grasp at it, and got the watch and about half the chain. He took an old Barlow knife I had in my pocket. It was not worth five cents; was of no account at all, only to cut tobacco with.

William L. McMichael, sworn and examined.

By the chairman:

Question. To what company and regiment did you belong?

Answer. To Company D, 13th Tennessee cavalry.

Question. Were you in the fight at Port Pillow?

Answer. Yes, sir.

Question. Were you shot after you had surrendered?

Answer. Yes, sir. They shot the most after they had surrendered. They sent in a flag of truce for a surrender, and the major would not surrender. They made a charge and took the fort, and then we threw down our arms; but they just shot us down.

Question. Were you shot after you surrendered, or before?

Answer. Afterwards.

Question. How many times were you shot?

Answer. I was shot four times.
Question. Did you see any others shot?
Answer. I saw some shot; some negroes.

Isaac J. Leadbetter, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?
Answer. To company E, 13th Tennessee cavalry.
Question. How long have you been in the army?
Answer. Only about two months.
Question. Were you at Fort Pillow at the time of the fight there?
Answer. Yes, sir.
Question. Will you state what took place after the fort was taken?
Answer. They shot me after I surrendered. I saw them shoot down lots after they surrendered. They would hold up their hands and cry to them not to shoot, but they shot them just the same.
Question. How many do you suppose you saw shot after they had surrendered?
Answer. More than twenty, I reckon.
Question. Did you hear of the rebels doing anything else to them beyond shooting them?
Answer. I heard of their burning some, but I did not see it.
Question. How many times were you shot?
Answer. I was shot twice, and a ball slightly grazed my head.
Question. Were you shot after you had surrendered?
Answer. Yes, sir.
Question. Did you see the man who shot you?
Answer. I saw the man who shot me the last time in the side with a revolver.
Question. Did he say anything to you?
Answer. He did not say anything until he shot me. He then came down to where I was, and finding I was not dead, he cursed me, and said he would shoot me again. He was fixing to shoot me again, when one of the boys standing by told him not to shoot me again.
Question. Did they rob you after they had shot you?
Answer. Yes, sir; they took everything I had, even to my pocket-knife.
Question. You say you heard about the burning?
Answer. Yes, sir, I heard about it; but I did not see it.
Question. Did you see any of the rebel officers about while this shooting was going on?
Answer. None there that I knew. I did not see them until they carried me up on the bluff.
Question. Did they shoot any after they fell wounded?
Answer. I saw them shoot one man in the head after he fell.

D. W. Harrison, sworn and examined.

By the chairman:

Question. To what company and regiment do you belong?
Answer. Company D, 13th Tennessee cavalry.
Question. Were you in the fight at Fort Pillow?
Answer. I had been driving a team and acting as a soldier. I took my gun that morning and went out in line. They then wanted a train to haul some ammunition and provisions in the fort. The rebels were throwing balls around there. I kept hauling, I think five loads. The rest of the wagons would not go back after they had hauled one load; and after I had hauled five loads I

concluded I would not haul any more. I went down under the hill and got with two men there close under a log. It was but a few minutes before the men came over the hill like sheep over a brush fence, when I saw white men and negroes getting shot down. I threw up my hands and said: "Don't shoot me; I surrender." One of them said: "Go on up the hill." I started, but did not get more than two steps before I was shot in the shoulder; I fell, and while I was undertaking to get up again I was hit in the body; and this arm that was hit fell over behind me. A rebel came along with a canteen, and I motioned to him and told him I wanted a little water. He said: "Damn you; I have nothing for you fellows; you Tennesseeans pretend to be men, and you fight side by side with niggers; I have nothing for you." About that time another one came up with his pistol drawn, and asked if I had any money. I told him I had a little, and he told me to give it to him. I told him my shoulder was hurt and he must take it himself. He turned me over and took about $90 and my watch. Another man, who *was* a man, came along and brought me some water.

Question. Did you see any others shot after they had surrendered?

Answer. Yes, sir; one of the two who was under the log with me was killed. I don't know whether the other man was killed or not.

William A. Dickey, sworn and examined.

By the chairman:

Question. Were you at Fort Pillow when it was taken by the rebels?

Answer. Yes, sir.

Question. In what company and regiment?

Answer. Company B, 13th Tennessee cavalry.

Question. Will you state what happened there, especially after the fort was taken?

Answer. After the breastworks were charged I first noticed the colored soldiers throwing down their arms and running down the bluff. After the rebs got inside the white troops saw that there was no mercy shown, and they threw down their arms and ran down the bluff, too; and they were at the same time shot and butchered. I ran myself, but carried my gun with me down the bluff, and hid myself behind a tree close to the edge of the river. I staid there some time, and saw my partner shot, and saw men shot all around me. I saw one man shoot as many as four negroes just as fast as he could load his gun and shoot. After doing this he came to me. As he turned around to me I begged him not to shoot me. He came to me and I gave him my gun, and he took my caps, saying he wanted them to kill niggers. I begged him to let me go with him, as I would be exposed there; but he said "No, stay there." He made me stay there and would not let me go with him. Another man came along, and I asked him to spare my life, and he did so. I asked him to let me go with him, but he refused me and ordered me to stay with my wounded partner, who was lying in some brush. I crawled in the brush to him. He was suffering very much, and I unloosed his belt, and took his cartridge-box and put it under his head. Some rebels under the hill spied us moving in the brush and ordered us to come out. My partner could not come out, but I came out. They ordered me to come to them. I started after one of them, begging him at the same time not to shoot me. I went, I suppose, eight or ten steps, when he shot me. I fell there, and saw but little more after that. As I was lying with my face towards the river I saw some swimming and drowning in the river, and I saw them shoot some in the river after that.

Woodford Cooksey, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?

Answer. Company A, 13th Tennessee cavalry.

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir; from 6 o'clock in the morning until about 4 o'clock in the evening.

Question. State what took place after the fort was taken by the rebels.

Answer. There were a great many white men shot down, and a great many negroes.

Question. That you saw?

Answer. That I saw myself.

Question. Were you wounded there?

Answer. Yes, sir.

Question. At what time?

Answer. After 4 o'clock; after we gave up.

Question. How came they to shoot you after you had surrendered?

Answer. I can't tell; it was about like shooting the balance of them.

Question. Do you know who shot you?

Answer. It was a white man. He shot me with a musket loaded with a musket ball and three buck shot.

Question. Did you have any arms in your hands when you were shot?

Answer. No, sir.

Question. Did the one who shot you say anything to you?

Answer. I was lying down. He said, "Hand me up your money, you damned son of a bitch." I only had four bits—two bits in silver and two in paper. I handed it up to him. He said he had damned nigh a notion to hit me in the head on account of staying there and fighting with the niggers. He heard a rally about the bank and went down there. They were shooting and throwing them in the river. A part of that night and the next morning they were burning houses and burying the dead and stealing goods. The next morning they commenced on the negroes again, and killed all they came across, as far as I could see. I saw them kill eight or ten of them the next morning.

Question. Do you know whether any wounded soldiers were burned in any of those buildings?

Answer. I do not. I was not in any of the shanties after they were fired.

Question. Did you see them bury any of the dead?

Answer. No, sir; I was lying outside of the fort.

Question. Did they bury the white and black together, as you understood?

Answer. Yes, sir; they were burying pretty much all night.

Question. How many whites and blacks do you suppose were killed after they had surrendered?

Answer. I had a mighty poor chance of finding out. But I don't think they killed less than 50 or 60, probably more; I cannot say how many. It was an awful time, I know.

Question. How many did you see killed?

Answer. I saw them kill three white men and seven negroes the next morning.

Question. Did you see them shoot any white men the day after the fight?

Answer. No, sir. I saw one of them shoot a black fellow in the head with three buck shot and a musket ball. The man held up his head, and then the fellow took his pistol and fired that at his head. The black man still moved, and then the fellow took his sabre and stuck it in the hole in the negro's head and jammed it way down, and said "Now, God damn you, die!" The negro did not say anything, but he moved, and the fellow took his carbine and beat his head soft with it. That was the next morning after the fight.

Lieutenant McJ. Leming, sworn and examined.

By Mr. Gooch:

Question. Were you in the fight at Fort Pillow?

Answer. Yes, sir.

Question. What is your rank and position?

Answer. I am a first lieutenant and adjutant of the 13th Tennessee cavalry. A short time previous to the fight I was post adjutant at Fort Pillow, and during most of the engagement I was acting as post adjutant. After Major Booth was killed, Major Bradford was in command. The pickets were driven in just before sunrise, which was the first intimation we had that the enemy were approaching. I repaired to the fort, and found that Major Booth was shelling the rebels as they came up towards the outer intrenchments. They kept up a steady fire by sharpshooters behind trees, and logs, and high knolls. The major thought at one time they were planting some artillery, or looking for places to plant it. They began to draw nearer and nearer, up to the time our men were all drawn into the fort. Two companies of the 13th Tennessee cavalry were ordered out as sharpshooters, but were finally ordered in. We were pressed on all sides.

I think Major Booth fell not later than 9 o'clock. His adjutant, who was then acting post adjutant, fell near the same time. Major Bradford then took the command, and I acted as post adjutant. Previous to this, Major Booth had ordered some buildings in front of the fort to be destroyed, as the enemy's sharpshooters were endeavoring to get possession of them. There were four rows of buildings, but only the row nearest the fort was destroyed; the sharpshooters gained possession of the others before they could be destroyed. The fight continued, one almost unceasing fire all the time, until about three o'clock. They threw some shells, but they did not do much damage with their shells.

I think it was about three o'clock that a flag of truce approached. I went out, accompanied by Captain Young, the provost marshal of the post. There was another officer, I think, but I do not recollect now particularly who it was, and some four mounted men. The rebels announced that they had a communication from General Forrest. One of their officers there, I think, from his dress, was a colonel. I received the communication, and they said they would wait for an answer. As near as I remember, the communication was as follows:

"HEADQUARTERS CONFEDERATE CAVALRY,
"*Near Fort Pillow, April* 12, 1864.

"As your gallant defence of the fort has entitled you to the treatment of brave men, (or something to that effect,) I now demand an unconditional surrender of your force, at the same time assuring you that they will be treated as prisoners of war. I have received a fresh supply of ammunition, and can easily take your position.

"N. B. FORREST.

"Major L. F. BOOTH,
"*Commanding United States Forces.*"

I took this message back to the fort. Major Bradford replied that he desired an hour for consultation and consideration with his officers, and the officers of the gunboat. I took out this communication to them, and they carried it back to General Forrest. In a few minutes another flag of truce appeared, and I went out to meet it. Some one said, when they handed the communication to me, "That gives you 20 minutes to surrender; I am General Forrest." I took it back. The substance of it was: "Twenty minutes will be given you to take your men outside of the fort. If in that time they are not out, I will immediately proceed to assault your works," or something of that kind. To this Major Bradford replied: "I will not surrender." I took it out in a sealed envelope, and gave it to him. The general opened it and read it. Nothing was said; we simply saluted, and they went their way, and I returned back into the fort.

Almost instantly the firing began again. We mistrusted, while this flag of truce was going on, that they were taking horses out at a camp we had. It was mentioned to them, the last time that this and other movements excited our suspicion, that they were moving their troops. They said that they had noticed it themselves, and had it stopped; that it was unintentional on their part, and that it should not be repeated.

It was not long after the last flag of truce had retired, that they made their grand charge. We kept them back for several minutes. What was called —— brigade or battalion attacked the centre of the fort where several companies of colored troops were stationed. They finally gave way, and, before we could fill up the breach, the enemy got inside the fort, and then they came in on the other two sides, and had complete possession of the fort. In the mean time nearly all the officers had been killed, especially of the colored troops, and there was no one hardly to guide the men. They fought bravely, indeed, until that time. I do not think the men who broke had a commissioned officer over them. They fought with the most determined bravery, until the enemy gained possession of the fort. They kept shooting all the time. The negroes ran down the hill towards the river, but the rebels kept shooting them as they were running; shot some again after they had fallen; robbed and plundered them. After everything was all gone, after we had given up the fort entirely, the guns thrown away and the firing on our part stopped, they still kept up their murderous fire, more especially on the colored troops, I thought, although the white troops suffered a great deal. I know the colored troops had a great deal the worst of it. I saw several shot after they were wounded; as they were crawling around, the secesh would step out and blow their brains out.

About this time they shot me. It must have been four or half-past four o'clock. I saw there was no chance at all, and threw down my sabre. A man took deliberate aim at me, but a short distance from me, certainly not more than 15 paces, and shot me.

Question. With a musket or pistol?

Answer. I think it was a carbine; it may have been a musket, but my impression is that it was a carbine. Soon after I was shot I was robbed. A secesh soldier came along, and wanted to know if I had any greenbacks. I gave him my pocket-book. I had about a hundred dollars, I think, more or less, and a gold watch and gold chain. They took everything in the way of valuables that I had. I saw them robbing others. That seemed to be the general way they served the wounded, so far as regards those who fell in my vicinity. Some of the colored troops jumped into the river, but were shot as fast as they were seen. One poor fellow was shot as he reached the bank of the river. They ran down and hauled him out. He got on his hands and knees, and was crawling along, when a secesh soldier put his revolver to his head, and blew his brains out. It was about the same thing all along, until dark that night.

I was very weak, but I finally found a rebel who belonged to a society that I am a member of, (the Masons,) and he got two of our colored soldiers to assist me up the hill, and he brought me some water. At that time it was about dusk. He carried me up just to the edge of the fort, and laid me down. There seemed to be quite a number of dead collected there. They were throwing them into the outside trench, and I heard them talking about burying them there. I heard one of them say, "There is a man who is not quite dead yet." They buried a number there; I do not know how many.

I was carried that night to a sort of little shanty that the rebels had occupied during the day with their sharpshooters. I received no medical attention that night at all. The next morning early I heard the report of cannon down the river. It was the gunboat 28 coming up from Memphis; she was shelling the rebels along the shore as she came up. The rebels immediately ordered the burning of all the buildings, and ordered the two buildings where the wounded

were to be fired. Some one called to the officer who gave the order and said there were wounded in them. The building I was in began to catch fire. I prevailed upon one of our soldiers who had not been hurt much to draw me out, and I think others got the rest out. They drew us down a little way, in a sort of gulley; and we lay there in the hot sun without water or anything.

About this time a squad of rebels came around, it would seem for the purpose of murdering what negroes they could find. They began to shoot the wounded negroes all around there, interspersed with the whites. I was lying a little way from a wounded negro, when a secesh soldier came up to him and said: "What in hell are you doing here?" The colored soldier said he wanted to get on the gunboat. The secesh soldier said: "You want to fight us again, do you? Damn you, I'll teach you," and drew up his gun and shot him dead. Another negro was standing up erect a little way from me; he did not seem to be hurt much. The rebel loaded his gun again immediately. The negro begged of him not to shoot him, but he drew up his gun and took deliberate aim at his head. The gun snapped, but he fixed it again, and then killed him. I saw this. I heard them shooting all around there—I suppose killing them.

By the chairman:

Question. Do you know of any rebel officers going on board our gunboat after she came up?

Answer. I don't know about the gunboat, but I saw some of them on board the Platte Valley, after I had been carried on her. They came on board, and I think went in to drink with some of our officers. I think one of the rebel officers was General Chalmers.

Question. Do you know what officers of ours drank with them?

Answer. I do not.

Question. You know that they did go on board the Platte Valley and drink with some of our officers?

Answer. I did not see them drinking at the time, but I have no doubt they did; that was my impression from all I saw, and I thought our officers might have been in better business.

Question. Were our officers treating these rebel officers with attention?

Answer. They seemed to be; I did not see much of it, as they passed along by me.

Question. Do you know whether or not the conduct of the privates, in murdering our soldiers after they had surrendered, seemed to have the approval of their officers?

Answer. I did not see much of their officers, especially during the worst of those outrages; they seemed to be back.

Question. Did you observe any effort on the part of their officers to suppress the murders?

Answer. No, sir; I did not see any where I was first carried; just about dusk, all at once several shots were fired just outside. The cry was: "They are shooting the darkey soldiers." I heard an officer ride up and say: "Stop that firing; arrest that man." I suppose it was a rebel officer, but I do not know. It was reported to me, at the time, that several darkeys were shot then. An officer who stood by me, a prisoner, said that they had been shooting them, but that the general had had it stopped.

Question. Do you know of any of our men in the hospital being murdered?

Answer. I do not.

Question. Do you know anything of the fate of your quartermaster, Lieutenant Akerstrom?

Answer. He was one of the officers who went with me to meet the flag of truce the last time. I do not know what became of him; that was about the last I saw of him. I heard that he was nailed to a board and burned, and I

have very good reason for believing that was the case, although I did not see it. The first lieutenant of company D of my regiment says that he has an affidavit to that effect of a man who saw it.

Question. Have you any knowledge in relation to any of our men being buried alive?

Answer. I have not, other than I have stated.

By Mr. Gooch:

Question. How long had your regiment been in Fort Pillow?

Answer. We reached there the 8th of February. There were no other troops there then, and we held the place alone for some time.

By the chairman:

Question. By whom were you ordered there?

Answer. By General W. S. Smith, chief of cavalry, and also by General Hurlbut.

Question. What other troops were there at the time of the fight?

Answer. Four companies of the 6th United States heavy artillery, colored, and a battery called now, I think, the 2d United States light artillery. It was before the 1st Tennessee light artillery, colored.

Question. What was about the number of our force there?

Answer. Not far from 500 men.

Question. Do you know what became of Major Bradford?

Answer. He escaped unhurt, as far as the battle was concerned. I was told the next morning on the boat that he had been paroled. I did not see him after that night.

Question. Do you know why you were left unsupported, as you were, when it was known that Forrest was in your vicinity?

Answer. I do not know why, unless it was thought that he would not attack us. I think it was supposed that he was going to make an attack on Memphis.

By Mr. Gooch:

Question. What do you estimate Forrest's force to have been?

Answer. From all I could see and learn, I should suppose he had from 7,000 to 10,000 men.

Question. Is there anything further you desire to state?

Answer. I heard some of the rebels talking during the night after the fight. They said we ought to have surrendered when we had the opportunity, but that they supposed the Yankees were afraid the colored troops would not be treated as prisoners of war; and they intimated that they would not be; and said it was bad enough to give to the "home-made Yankees"—meaning the Tennessee soldiers—treatment as soldiers, without treating the negroes so, too.

On the morning of the fight there was so much hurry and confusion that our flag was not raised for a time; we had been firing away an hour before I happened to notice that our flag was not up. I ordered it to be raised immediately, and our troops set up vociferous cheers, especially the colored troops, who entered into the fight with great energy and spirit.

Question. How many officers of your regiment were left alive?

Answer. Only two, immediately after the surrender, that I know of. We had ten officers in our regiment, and eight were in the battle, only two of whom remained alive.

Question. Were those who were killed killed before or after the fort was captured?

Answer. I don't know of but one who was killed before we were driven from the fort.

Question. Was Captain Potter, who is now lying here unable to speak, shot before or after the surrender?

Answer. He was shot in the early part of the engagement. I have been told that Major Bradford was afterwards taken out by the rebels and shot; that seems to be the general impression, and I presume it was so.

MOUND CITY, *April* 23, 1864.

Nathan G. Fulks, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?
Answer. Company D, 13th Tennessee cavalry.
Question. Where are you from?
Answer. About twenty miles from Columbus, Tennessee.
Question. How long have you been in the service?
Answer. Five months, the 1st of May.
Question. Were you at Fort Pillow at the time of the fight there?
Answer. Yes, sir.
Question. Will you state what happened to you there?
Answer. I was at the corner of the fort when they fetched in a flag for a surrender. Some of them said the major stood a while, and then said he would not surrender. They continued to fight a while; and after a time the major started and told us to take care of ourselves, and I and twenty more men broke for the hollow. They ordered us to halt, and some of them said, "God damn 'em, kill 'em! kill 'em!" I said, "I have surrendered." I had thrown my gun away then. I took off my cartridge-box and gave it to one of them, and said, "Don't shoot me;" but they did shoot me, and hit just about where the shoe comes up on my leg. I begged them not to shoot me, and he said, "God damn you, you fight with the niggers, and we will kill the last one of you!" Then they shot me in the thick of the thigh, and I fell; and one set out to shoot me again, when another one said, "Don't shoot the white fellows any more."
Question. Did you see any person shot besides yourself?
Answer. I didn't see them shot. I saw one of our fellows dead by me.
Question. Did you see any buildings burned.
Answer. Yes, sir. While I was in the major's headquarters they commenced burning the buildings, and I begged one of them to take me out and not let us burn there; and he said, "I am hunting up a piece of yellow flag for you." I think we would have whipped them if the flag of truce had not come in. We would have whipped them if we had not let them get the dead-wood on us. I was told that they made their movement while the flag of truce was in. I did not see it myself, because I had sat down, as I had been working so hard.
Question. How do you know they made their movement while the flag of truce was in?
Answer. The men that were above said so. The rebs are bound to take every advantage of us. I saw two more white men close to where I was lying. That makes three dead ones, and myself wounded.

Francis A. Alexander sworn and examined.

By the chairman:

Question. To what company and regiment do you belong?
Answer. Company C, 13th Tennessee cavalry.
Question. Were you at Fort Pillow at the fight there?
Answer. Yes, sir.
Question. Who commanded your regiment?
Answer. Major Bradford commanded the regiment, and Lieutenant Logan commanded our company.
Question. By what troops was the fort attacked?

Answer. Forrest was in command. I saw him.

Question. Did you know Forrest?

Answer. I saw him there, and they all said it was Forrest. Their own men said so.

Question. By what troops was the charge made?

Answer. They were Alabamians and Texans.

Question. Did you see anything of a flag of truce?

Answer. Yes, sir.

Question. State what was done while the flag of truce was in.

Answer. When the flag of truce came up our officers went out and held a consultation, and it went back. They came in again with a flag of truce; and while they were consulting the second time their troops were coming up a gap or hollow, where we could have cut them to pieces. They tried it before, but could not do it. I saw them come up there while the flag of truce was in the second time.

Question. That gave them an advantage?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Not in the fort. I was wounded after I left the fort, and was going down the hill.

Question. Was that before or after the fort was taken?

Answer. It was afterwards.

Question. Did you have any arms in your hand at the time they shot you?

Answer. No, sir. I threw my gun away, and started down the hill, and got about twenty yards, when I was shot through the calf of the leg.

Question. Did they shoot you more than once?

Answer. No, sir; they shot at me, but did not hit me more than once.

Question. Did they say why they shot you after you had surrendered?

Answer. They said afterwards they intended to kill us all for being there with their niggers.

Question. Were any rebel officers there at the time this shooting was going on?

Answer. Yes, sir.

Question. Did they try to stop it?

Answer. One or two of them did.

Question. What did the rest of them do?

Answer. They kept shouting and hallooing at the men to give no quarter. I heard that cry very frequent.

Question. Was it the officers that said that?

Answer. I think it was. I think it was them, the way they were going on. When our boys were taken prisoners, if anybody came up who knew them, they shot them down. As soon as ever they recognized them, wherever it was, they shot them.

Question. After they had taken them prisoners?

Answer. Yes, sir.

Question. Did you know anything about their shooting men in the hospitals?

Answer. I know of their shooting negroes in there. I don't know about white men.

Question. Wounded negro men?

Answer. Yes, sir.

Question. Who did that?

Answer. Some of their troops. I don't know which of them. The next morning I saw several black people shot that were wounded, and some that were not wounded. One was going down the hill before me, and the officer made him come back up the hill; and after I got in the boat I heard them shooting them.

Question. You say you saw them shoot negroes in the hospital the next morning?

Answer. Yes, sir; wounded negroes who could not get along; one with his leg broke. They came there the next day and shot him.

Question. Do you know anything about their burning buildings and the hospital?

Answer. I expect they burned the hospital after we got out. They said they would not while we wounded ones were in there. The hospital we were in was standing when I went down the hill on the boat.

Question. You don't know what happened to it afterwards?

Answer. I don't.

Question. Something has been said about men being nailed to the buildings, and then burned. Do you know anything about that?

Answer. No, sir; I did not see that, but I heard some of them say they drove the negroes into the houses and then burned them.

Question. Did you see anything about their burying them?

Answer. No, sir.

Wiley Robinson, sworn and examined.

By Mr. Gooch:

Question. What State are you from?

Answer. Tennessee.

Question. When did you enlist?

Answer. I think about eight months ago.

Question. How old are you?

Answer. Eighteen years old the 19th of next May.

Question. What regiment and company were you in?

Answer. Company A, 13th Tennessee cavalry.

Question. Were you at Fort Pillow at the time of the attack there?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Yes, sir.

Question. State all about that; when it was, &c.

Answer. I was wounded once in the hand before I surrendered.

Question. Were you shot afterwards?

Answer. Yes, sir; six times. I was shot twice in the foot, twice in the legs, and twice in the hands.

Question. Had you arms in your hands when they shot you?

Answer. We had retreated to the river bank and thrown down our arms.

Question. What did they say when they shot you?

Answer. They swore at us, and then shot us.

Question. Did you see any of the rebel officers there?

Answer. Yes, sir; I saw some, who came round and told them to kill us all.

Question. Did you see them shoot anybody else besides yourself?

Answer. Yes, sir; I saw them shoot one white man close beside me.

Question. Did they shoot you after you were down?

Answer. Yes, sir; through the leg with a musket.

Question. Did you see any negroes shot?

Answer. No, sir; I did not see any. I fell after they shot me, and did not see much.

Question. Were you there the next day after the fight?

Answer. Yes, sir; they took me on board the boat the next day about ten o'clock.

Question. Do you know whether they killed any persons in the hospital?

Answer. I know they killed one of our company in the hospital. They said they fired into the hospital.

Question. Do you know anything about their burying anybody alive?

Answer. No, sir.

Daniel Stamps, sworn and examined.

By the chairman:

Question. To what company and regiment do you belong?

Answer. Company E, 13th Tennessee cavalry.

Question. What was your position?

Answer. I was the company commissary sergeant.

Question. Where do you reside?

Answer. In Lauderdale county, Tennessee.

Question. What was your occupation?

Answer. I was a farmer.

Question. Were you at Fort Pillow when the fight was there?

Answer. Yes, sir.

Question. State what happened there.

Answer. The first thing, I went out sharpshooting, and was out about two hours, and then was ordered in the fort. I staid there, I reckon, about an hour. Then I was called out by Lieutenant Akerstrom to go down alongside the bluff sharpshooting again, because the rebels were coming down Cold creek. We staid there all the time until they charged into the fort. Then they all ran down under the hill, and we went down under the hill too. I reckon we staid there close on to an hour. They were shooting continually. I saw them shooting the white men there who were on their knees, holding up their hands to them. I saw them make another man get down on his knees and beg of them, and they did not shoot him. I started out to go up the hill, and just as I started I was shot in the thigh. Pretty well towards the last of it, before I got shot, while I was down under the hill, a rebel officer came down right on top of the bluff, and hallooed out to them to shoot and kill the last damned one of us.

Question. Do you know the rank of that officer?

Answer. I do not. I can't tell them as I can our officers. Their uniform is different. I went round on the hill then. I heard several of them say it was General Forrest's orders to them to shoot us and give us no quarter at all. I don't know whether they were officers who said so or not. I don't recollect anything else particularly that I saw that night. The next morning they came round there again, shooting the negroes that were wounded. I saw them shoot some 20 or 25 negroes the next morning who had been wounded, and had been able to get up on the hill during the night. They did not attempt to hurt us white men the next morning.

Question. Were any of their officers with the men who were round shooting the negroes the next morning?

Answer. One passed along on horseback, the only one I saw. He rode along while they were shooting the negroes, and said nothing to them. I said, "Captain, what are you going to do with us wounded fellows?" He said they were going to put us on the gunboats, or leave us with the gunboats. He had a feather in his cap, and looked like he might have been a captain. I don't know what he was. He was the only man I saw pass that looked like an officer while they were shooting the negroes.

Question. Where were you when the flags of truce were sent in?

Answer. I was down under the bluff sharpshooting.

Question. Is there anything else that you think of important to state?

Answer. I don't know that there is.

James P. Meador, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?

Answer. Company A, 13th Tennessee cavalry.

Question. Do you live in Tennessee?

Answer. Yes, sir; I am a native of the State.

Question. Were you in Fort Pillow at the time of the attack there?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Yes, sir; twice.

Question. When?

Answer. Once before I surrendered and once afterwards.

Question. Did you see anybody shot besides yourself after he surrendered?

Answer. Yes, sir; I saw lots of negroes shot, and some few white men, and I heard them shoot a great many. I was lying down under the bank.

Question. What were our men doing when they were shot?

Answer. They were begging for quarter when they shot them.

Question. Did you see any of them shot while begging for quarter?

Answer. Yes, sir; I heard an officer say, "Don't show the white men any more quarter than the negroes, because they are no better, and not so good, or they would not fight with the negroes." I saw them make one of our company sergeants kneel down and ask for quarter, and another secesh soldier came up and snapped his pistol at him twice; but they told him not to shoot him. I saw them shoot others when they were kneeling down.

W. J. Mays, sworn and examined.

By the chairman:

Question. To what company and regiment do you belong?

Answer. Company B, 13th Tennessee cavalry.

Question. Were you in Fort Pillow when it was attacked?

Answer. Yes, sir.

Question. State what happened there.

Answer. They attacked us about six o'clock in the morning. Sharpshooting commenced early afterwards, and kept coming closer and closer until the skirmishers were drawn in about ten o'clock. After that they made several efforts to gain the fort, and could not get the position. Under this last flag of truce they gained the position they had been trying to get all day.

Question. Did you see them moving their troops when the flag of truce was in?

Answer. Yes, sir; I showed it to the boys.

Question. What was the movement?

Answer. The place was pretty well surrounded, but they were not on the ground they had been trying to get all day. Under that flag of truce they gained the place, some 75 yards from the fort, and placed themselves under logs, with a better position.

Question. Are you sure this movement was made while the flag of truce was in?

Answer. I know it.

Question. Did others see it?

Answer. Yes, sir; two boys near me, who were both taken prisoners.

Question. Was anything said about it at the time?

Answer. We spoke of it among ourselves at the time. We remarked that under the flag of truce they were only gaining the position they had been trying for all day. I was shot in the charge on the fort. The place was then taken. I would not have fallen then, but our men after surrendering found no quarter

shown them, and they flew down the bluff and ran over me and kept me down for some time, until I bled so that I could not get up. I saw them shoot a great many after they surrendered. I saw them shoot four white men and at least 25 blacks, some of them within 20 feet of me, while they were begging for quarter. They pulled one out of a hollow log by the foot and held him, when another shot him close by me. There were two negro women, and three little boys, some 8, 9 or 12 years old, about 25 steps from me. The secesh ran upon them and cursed them, and said, "Damn them;" they thought they were free to shoot them. All fell but one, a little fellow, and they took the breech of a gun and knocked him down. Then they followed up the men that were trying to get away down the bluff, and some hours afterwards they came back searching their pockets. They came on back then, looking over them, and I saw one man with a canteen and asked him for a drink of water. His reply was to turn on me with his pistol presented and shoot at me three times, saying, "God damn you; I will give you water." But he didn't hit me, though he threw the dirt over my face. I concluded it was best to lie still, and didn't move any more until after dark, and then I crawled in with some of the dead and laid there until about 9 o'clock the next morning, when the gunboat came up, and I crawled down on the gunboat with a piece of white paper in my left hand, and made signs, and the boat came ashore and I got on the boat. The general cry from the time they charged the fort until an hour afterwards was, "Kill 'em, kill 'em; God damn 'em; that's Forrest's orders, not to leave one alive." They were burning the buildings. They came with a chunk of fire to burn the building where I was in with the dead. They looked in and said, "These damned sons of bitches are all dead," and went off. I heard guns the next morning, but I was in there with the dead, and didn't see them shoot anybody.

Question. Did you see any of the men in the fort shot after they had surendered?

Answer. Yes, sir; I saw four white men and 25 negroes that I spoke of that were shot in the fort. The white men didn't commence flying from the fort, though they threw their guns down, until they saw there was no quarter shown them.

James McCoy sworn and examined.

By the chairman:

Question. Where do you reside?

Answer. When I am suffered to live at home I live in Tennessee.

Question. You don't belong to the army?

Answer. No, sir; but I have been with the regiment six months. The head officers were old acquaintances of mine. I once lived with Major Bradford.

Question. Were you at Fort Pillow at the time the attack was made?

Answer. Yes, sir; I was in Fort Pillow at headquarters.

Question. Will you tell us what you observed there?

Answer. About daylight in the morning part of the pickets came in and said the rebels had captured some of the pickets and were coming. I had not got out of bed then. Major Bradford was up immediately the alarm was given. I had had my hands mashed a few days before. Major Bradford told me I had better go on the gunboat, as I would be in the way because I could not hold a gun. I went on board the gunboat, and about sunrise the firing commenced. The gunboat immediately played up and down the river, where I could see everything going on at the fort. I could not see over the bluff. Major Bradford had a flag and stood on the edge of the bluff and motioned to the gunboat where to throw their shells. We had a great many guns on the boat, and about 20 used their guns all the time. The rebel sharpshooters would come over the hill and shoot at the boat and everybody that passed.

Question. Where were you when the flag of truce came in?

Answer. I was on the boat.

Question. What did you see?

Answer. As soon as the flag of truce came in the gunboat stopped firing. It was about 3 o'clock when it came in, and while it was in the enemy were creeping up constantly, sharpshooters and all, nearer and nearer. I saw a great many creeping on their hands and feet, getting up to the hill close to the fort. I don't know what was back of that. Some men in the fort told me that they had advanced and got close to the fort before the flag of truce was taken out. I saw them gathering around there all the time, and all that time they were stealing from the commissary's stores blankets and everything else they could get at. I reckon I saw 200 men climbing the hill with as much as they could carry on their backs, shoes, &c.

Question. Why did our officers permit that without firing on them?

Answer. The gunboat, I think, was almost out of ammunition and had nothing to shoot; and none of them supposed the gunboat would stop shooting, but she ran out of ammunition.

Question. Were you there until the place was taken?

Answer. Yes, sir.

Question. What happened after that?

Answer. About the time the rebels got over the fort there was just a cloud of them, our men in the fort running out. About 500 secesh cavalry, as well as I could see, came up and turned in to shooting them down just as fast as they could. I heard a great deal of screaming and praying for mercy. The negroes took a scare from that and ran down the hill and into the river, but they kept shooting them. I was not more than 400 yards off, on the gunboat. I don't suppose one of them got more than 30 yards into the river before they were shot. The bullets rained as thick in the water as you ever saw a hailstorm.

Question. Were those men armed who were shot?

Answer. No, sir; they threw down their arms.

Question. How many were shot?

Answer. I don't know how many. They lay thick there the next morning, beside those they had buried.

Question. You came back there the next morning?

Answer. Yes, sir.

Question. What do you know about their burying men who were not dead?

Answer. I don't know anything myself, only what I heard.

Question. Did you go up there where they had buried them?

Answer. No, sir.

Question. What did you hear about it?

Answer. I heard one of them say that he saw where a negro was buried, and saw a large mass of foam and dirt where somebody had been breathing through the earth. He brushed it off and saw a negro there still breathing. I saw one or two who looked as if they had been buried when they came on board. I heard one ask them if they had been buried, and they said "Very near it." I don't think they were wounded. One of them had been in the dirt. I don't know whether he played dead and was buried or not.

Question. Do you know anything of their killing the men in the hospital?

Answer. Not of my own seeing. Mr. Akerstrom was in his office down under the hill after the flag of truce was in, and made some signs for us to come to him. Since that time I have been told that they wounded him and then nailed him to a door and burned him up, but I didn't see that myself.

Question. When did you hear about this nailing to a building and burning him up?

Answer. Since we came up here.

Question. Were you on board the gunboat the next day when some of the rebel officers came on board?

Answer. I was on board the Platte Valley.

Question. Did they come with a flag of truce?

Answer. A flag of truce was hoisted, and when we got in to the shore some of the rebel officers came on board the Platte Valley.

Question. How were they received by our officers?

Answer. Just as though there had been no fight. Some of the officers on the Platte Valley took one of the rebel officers up to the bar and treated him, and some would ask the rebel officers what made them treat our men as they did. He said they intended to treat all home-made Yankees just as they did the negroes. I went to Captain Marshall and asked him to let me shoot him. He said that the flag of truce was up, and it would be against the rules of war to shoot him.

Question. Do you know what officers treated him?

Answer. I don't know; they were all strangers to me. The gunboat first landed, and then the transport Platte Valley came up and took the prisoners, and then another boat came up and laid alongside of her. The three lay there together.

Question. Do you know of anything further on the subject that is important?

Answer. I don't think of anything now.

William E. Johnson, sworn and examined.

By Mr. Gooch:

Question. To what regiment do you belong?

Answer. I am a sergeant of company B, of the 13th Tennessee cavalry.

Question. Were you at Fort Pillow at the time of the attack there?

Answer. No, sir; I was at Memphis. I came up to Fort Pillow the morning after the fight, on the Platte Valley, within some six or eight miles below Fort Pillow, and then got on the gunboat 28.

Question. Did you go on shore at Fort Pillow?

Answer. No, sir; I saw some of the rebel officers come down and go on board the Platte Valley; and some of our officers were drinking with them, and making very free with them. I did not particularly notice what rank, but I took them to be captains and lieutenants.

Question. Did you hear the conversation between them?

Answer. They were making very free with one another, joking, talking, and running on. I did not feel right to see such going on, and did not go about them.

John W. Shelton, sworn and examined.

By the chairman:

Question. Where were you raised?

Answer. I was born in Arkansas, but raised principally in Tennessee.

Question. To what company and regiment do you belong?

Answer. Company E, 13th Tennessee cavalry.

Question. Were you at Fort Pillow when the attack was made there?

Answer. Yes, sir.

Question. Were you wounded there?

Answer. Yes, sir.

Question. Before or after the surrender?

Answer. It was after I surrendered.

Question. Where were you when you were shot?

Answer. I was under the hill, going up the hill.

Question. What did they say when they shot you?

Answer. I asked them if they did not respect prisoners of war; they said

"no, they did not," and kept on shooting; and they popped three or four caps in my face with a revolver after they had wounded me.

Question. Did you see them shoot any others after they had surrendered?

Answer. Yes, sir, lots of them; negroes and white men both. They shot them down wherever they came to them.

Question. Were you there the next day after the battle?

Answer. Yes, sir.

Question. Did you see them shoot anybody the next day?

Answer. I saw them shoot negroes, not white men.

Question. How many did you see them shoot that day?

Answer. I saw them shoot five or six on the hill where I was; they said they shot all they could find.

Question. Were you in the hospital there?

Answer. I was in a house there with the wounded.

Question. Did you see them kill anybody there that was wounded?

Answer. They took two negroes out and shot them.

Question. Did you see them burn any buildings the wounded were in?

Answer. Not the one we were in. I was told they fired some buildings that wounded negroes were in.

Question. Were you where they buried any of the killed?

Answer. I saw them bury some in a ditch in the evening.

Question. Did they separate the whites from the blacks?

Answer. I cannot tell; I was not close enough. I saw them carry them there and throw them in the ditch.

Question. Did you hear anything about their nailing a man to a building and then setting it on fire?

Answer. I heard of it, but did not see it.

Question. When did you hear of it?

Answer. After I came up here.

John F. Ray, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?

Answer. Company B, 13th Tennessee cavalry.

Question. Were you at Fort Pillow when it was attacked?

Answer. Yes, sir.

Question. At what time were you wounded?

Answer. I was wounded about 2 o'clock, after the rebels got in the breastworks?

Question. Was it before or after you had surrendered?

Answer. It was after I threw down my gun, as they all started to run.

Question. Will you state what you saw there?

Answer. After I surrendered they shot down a great many white fellows right close to me—ten or twelve, I suppose—and a great many negroes, too.

Question. How long did they keep shooting our men after they surrendered?

Answer. I heard guns away after dark shooting all that evening, somewhere; they kept up a regular fire for a long time, and then I heard the guns once in a while.

Question. Did you see any one shot the next day?

Answer. I did not; I was in a house, and could not get up at all.

Question. Do you know what became of the quartermaster of your regiment, Lieutenant Akerstrom?

Answer. He was shot by the side of me.

Question. Was he killed?

Answer. I thought so at the time; he fell on his face. He was shot in the forehead, and I thought he was killed. I heard afterwards he was not.

Question. Did you notice anything that took place while the flag of truce was in?

Answer. I saw the rebels slipping up and getting in the ditch along our breastworks.

Question. How near did they come up?

Answer. They were right at us; right across from the breastworks. I asked them what they were slipping up there for. They made answer that they knew their business.

Question. Are you sure this was done while the flag of truce was in?

Answer. Yes, sir. There was no firing; we could see all around; we could see them moving up all around in large force.

Question. Was anything said about it except what you said to the rebels?

Answer. I heard all our boys talking about it. I heard some of our officers remark, as they saw it coming, that the white flag was a bad thing; that they were slipping on us. I believe it was Lieutenant Akerstrom that I heard say it was against the rules of war for them to come up in that way.

Question. To whom did he say that?

Answer. To those fellows coming up; they had officers with them.

Question. Was Lieutenant Akerstrom shot before or after he had surrendered?

Answer. About two minutes after the flag of truce went back, during the action.

Question. Do you think of anything else to state? If so, go on and state it.

Answer. I saw a rebel lieutenant take a little negro boy up on the horse behind him; and then I heard General Chalmers—I think it must have been—tell him to "take that negro down and shoot him," or "take him and shoot him," and he passed him down and shot him.

Question. How large was the boy?

Answer. He was not more than eight years old. I heard the lieutenant tell the other that the negro was not in the service; that he was nothing but a child; that he was pressed and brought in there. The other one said: "Damn the difference; take him down and shoot him, or he would shoot him." I think it must have been General Chalmers. He was a smallish man; he had on a long gray coat, with a star on his coat.

Daniel H. Rankin, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?

Answer. Company C, 13th Tennessee cavalry.

Question. Were you at Fort Pillow at the late attack there?

Answer. Yes, sir.

Question. Will you state what happened there?

Answer. The worst thing I saw was the rebels moving up on us while the flag of truce was up at the fort. One part of their army moved right up on the brink of the ditch, and when the firing began, they rushed right into the fort. Before that the rebels were off two or three hundred yards. They tried twice to make a charge, but they did not succeed; they did not get within twenty or thirty steps of the fort then. I saw a great many men shot after they surrendered, white and black both.

Question. Are you sure you saw the rebels moving up towards the fort while the flag of truce was in?

Answer. Yes, sir; I saw them.

Question. When were you shot?

Answer. After I surrendered.

Question. Where were you when you were shot?

Answer. About half way down the bluff.

Question. Had you your gun when you were shot?

Answer. No, sir; if I had had my gun I would have shot the fellow who shot me. He was not more than ten steps from me. He was loading his gun, and I saw him shoot a man near me. As he fired at him I threw myself over the bluff, catching hold of a little locust. He aimed at my body and hit me in the leg. I then dropped down and got into the river, and afterwards got out and crawled behind a stump with two of my company. Some darkeys came there, and we told them to go away; we saw the rebels were shooting them, and we allowed if they were not with us we might get clear. I went back to where I was shot, and some fellow fired at us, but did not hit us. We begged him not to shoot; that the place was surrendered to them. One of our fellows threw up his hands, but they fired at him and hit his arm. We were carried out about two miles from the fort and then paroled.

Question. How long did you stay where you had been carried out from the fort?

Answer. I staid there some eighteen or twenty hours; from about 8 o'clock at night to about 4 o'clock the next evening. In that time my wound was dressed, and I was paroled somewhere between 3 and 5 o'clock. I got three of the rebels to help me up about a half a mile to a citizen's house, for I was not able to walk. I found out that the gunboat had a flag of truce, and I got an old man then in the house to saddle up a horse and carry me to the fort. Two rebel doctors went along with me. When we got there a rebel lieutenant-colonel took my parole from me, said it was forged, and that he was going to take me back. The doctors told him my parole was right, and that I was not able to travel. They took me down to the gunboat No. 28, and then I went from that boat to gunboat No. 7, and then I went on the flag-ship.

Lieutenant William Clary, sworn and examined.

By Mr. Gooch:

Question. What is your rank and position in the service?

Answer. I am second lieutenant of company B, 13th Tennessee cavalry.

Question. Were you at Fort Pillow when it was attacked?

Answer. No, sir; I was sent to Memphis the day before, and returned to Fort Pillow the morning after the fight. I came up on gunboat No. 28. The rebels were at Fulton, about two miles and a half below Fort Pillow. We fired at them, and the rebels at Fort Pillow heard it, and thought we were bringing up re-enforcements, and then they set the town on fire.

Question. When did you get up there?

Answer. Early in the morning, or little after daylight.

Question. When did you land at Fort Pillow?

Answer. We got there about 8 o'clock in the morning, and shelled there an hour or so. The rebels were occupying the fort in large numbers. By and by the rebels came down with a flag of truce, and I went on shore to see what was wanting. One of the officers of the 6th United States heavy artillery said he did not like to go on shore for fear the rebels would kill him. I went on shore with one of the naval officers and saw General Forrest's adjutant general, Major Anderson. He said if we would recognize the parole of Forrest we might take our wounded on the gunboat; and that was agreed upon. I rode all around the battle-ground, and saw some of our dead half buried, and I saw five negroes burning. I asked Colonel Chalmers, the general's brother, if that was the way he allowed his men to do. He concluded that he could not control his men very well, and thought it was justifiable in regard to negroes; that they did not recognize negroes as soldiers, and he could not control his men. I did not see

any white men burning there; if there were any, I did not recognize them as such. Their faces were burned, and some of them were sticking out of the tents and houses with their clothes partly burned. The negroes were lying upon the boards and straw in the tents which had been set on fire. It seemed to me as if the fire could not have been set more than half an hour before. Their flesh was frying off them, and their clothes were burning.

Question. How many did you see in that condition?

Answer. I saw five.

Question. Did they burn the hospital?

Answer. I saw the hospital burning, but I do not know whether they moved the sick out or not before they burned it. I understood the rebels went in where there were some 20 or 30 negroes sick, and hacked them over their heads with sabres and shot them. The negroes had been moved from the heights up on the hill into two large tents by us; but I do not think our men had been moved up there. I went through the hospital tents up there the morning before I started down to Memphis, and saw them full of colored troops. Dr. Fitch told me that he had his hospital flag on every bush around the bottom of the hill. At the commencement of the fight the major had told him to take his instruments and his medicines down under the bluff and stick up flags there, and have the wounded taken down to him. But the doctor said they did not notice his flags at all; that some of his patients were wounded there. He was wounded himself and taken prisoner and paroled.

Question. Did you see them shoot any colored men that morning?

Answer. I saw them shoot one man just before we landed with the flag of truce. An escort of about 20 men rode up to a livery stable and set it on fire. The gunboat fired at them but did not hit them, and they got on their horses and rode off at a trot. There were some paths down the hill, and a man came along down one of them; I saw them halt; the foremost one, an officer I think, pulled out a revolver and shot very deliberately at this man, and then they galloped off in quick time. He did not kill the man, however, for I saw him walking along afterwards. I do not know whether the man was white or black.

Question. Did you hear anything of their nailing men to a building and then burning it?

Answer. Yes, sir; I heard of it. And I heard a lady say that a man was nailed to a building that was burned. She said she was well acquainted with Lieutenant Akerstrom before the fight took place. Some one asked why he was not buried. Some of the rebels said he was a damned conscript that had run away from Forrest. But I never heard Lieutenant Akerstrom say any such thing.

Question. Who was that lady?

Answer. Mrs. Ruffin, the wife of Thomas Ruffin.

Question. Where is she now?

Answer. I think she is at Cairo now. Her husband did not get wounded, but he was sick. I heard an ensign on gunboat 28 invite General Chalmers and some of his aides-de-camp to come on board the gunboat, and I saw Major Anderson and several other confederate officers on the Platte Valley drinking at the bar, and I saw a couple of army officers drinking there with them, and there might have been some naval officers with them too, but I am not certain of that. The clerk of the Platte Valley, General Forrest's adjutant general, Major Anderson, and an ensign of gunboat 28, took the names of the paroles. I did not take the names myself, because I was busily engaged going over the battle-field to find out if any of our men were left alive. I heard a great many rebel soldiers say they did not intend to recognize those black devils as soldiers. They said this to me as I was speaking about the slaughter there. They also expressed the opinion that if we had not been fighting with black troops they would not have hurt us at all; but they did not intend to give any quarter to negroes.

Dr. Stewart Gordon, sworn and examined.

By the chairman:

Question. What is your position?

Answer. Acting assistant surgeon, United States army.

Question. Where are you now stationed?

Answer. I have charge of ward N, Mound City general hospital.

Question. Is that the ward in which are the colored men we first examined yesterday?

Answer. Yes, sir.

Question. Have you prepared a statement of the condition of the men in that ward whose testimony we have taken?

Answer. I have it here; it is a brief history of their cases, where they were wounded, how they were wounded, and the condition they are in.—(Appendix to this deposition.)

Question. Were you here in the hospital when those men were brought in?

Answer. I was.

Question. Had you any conversation with them then?

Answer. Yes, sir; with the greater part of them.

Question. Did you hear their testimony yesterday?

Answer. I did.

Question. Did the statements they made to us correspond with the statements they made to you when they were first brought here?

Answer. They did.

Question. So far as you can judge, from your experience as a medical man, are their statements in relation to their injuries corroborated by the appearance of the injuries themselves?

Answer. Yes, sir.

Question. How many of those men have died since they have been received here?

Answer. Only one in my ward.

Question. How many are there now who you think will not recover?

Answer. I think there are three who will not recover; perhaps more.

Ward N.—Private Elias Falls, company A, 1st Alabama artillery, shot in arm while fighting, shot in thigh after being prisoner, flesh wound, condition favorable; Private Duncan Harden, company A, 1st Alabama artillery, shot in arm while fighting, arm broke, shot in thigh after being prisoner, flesh wound, favorable; Private Nathan Hunter, company D, 1st Alabama artillery, shot in side and hip after surrender, flesh wound, condition favorable; Sergeant Benjamin Robinson, company D, 1st Alabama artillery, shot in thigh and right leg after surrender, flesh wound, favorable; Private Daniel Tylor, company B, 1st Tennessee artillery, shot in right shoulder, shot in right eye after surrender, destroying sight, unfavorable; Private John Haskins, company B, 1st Tennessee artillery, shot in left arm after surrender, flesh wound, slight, favorable; Private Thomas Adison, company C, 1st Alabama artillery, shot in nose and right eye after surrender, destroying sight, unfavorable; Private Alfred Flake, company A, 1st Alabama artillery, shot in left hand while lying sick in hospital, flesh wound, unfavorable; Private Manuel Nichols, company B, 1st Alabama artillery, shot in left side before, and right arm after surrender, flesh wound, serious, unfavorable; Private Arthur Edmonds, company C, 1st Alabama artillery, shot in head and right arm after surrender, causing fracture of arm, condition favorable; Private Henry Hanks, company A, 1st Alabama artillery, shot in left side after surrender, wound serious, condition unfavorable; Private Charles Key, company D, 1st Alabama artillery, shot in right arm after surrender, fracture of arm, condition favorable; Private Henry Christon, company B, 1st Alabama artillery, shot in back before surrender, wound serious, rather favorable; Private

Aaron Fintis, company D, 1st Alabama artillery, shot in both legs after surrender. flesh wound, slight, condition favorable; Private George Shaw, company B, 1st Tennessee artillery, shot in left side of head, shot in right wrist after surrender, not serious, favorable; Private Major William, company B, 1st Tennessee artillery, shot through nose after surrender, not serious, condition favorable; officer's servant William Jerdon, 13th Tennessee cavalry, shot in left ankle, amputation, shot in left arm, fracture of arm after surrender, very unfavorable; Corporal Alexander Naison, company C, 1st Alabama artillery, shot in right side of head after surrender, not serious, favorable; Private Thomas Gadis, company C, 1st Alabama artillery, shot in right hip after surrender, serious, condition unfavorable; Corporal Eli Cothel, company B, 1st Alabama artillery, shot in right leg while fighting, shot in left arm after surrender, flesh wound, favorable; Private Sandy Cole, company D, 1st Alabama artillery, shot in right thigh and arm after surrender, flesh wound, condition favorable; Private Nathan Modley, company D, 1st Alabama artillery, shot in right knee after surrender, injury of joint, condition unfavorable; Private John Holland, company B, 1st Tennessee artillery, shot in right thigh after surrender, flesh wound, condition favorable; Private Robert Hall, company C, 1st Alabama artillery, sabre cut of head and left hand while lying sick in hospital, died.

STEWART GORDON,
Charge of Ward N.

Dr. William N. McCoy, sworn and examined.

By Mr. Gooch:

Question. What is your position in the service?

Answer. I am an acting assistant surgeon, now stationed at Mound City general hospital, in charge of wards L, K, I, and H. Wards L, K, and H have wounded in from Fort Pillow.

Question. Have you prepared a statement of the cases of those of your patients whom we examined here?

Answer. Yes, sir; here is the statement.—(See appendix to this deposition.)

Question. Did you have any conversation with those wounded men in relation to their injuries when they first came to the hospital?

Answer. I did to some extent.

Question. Have any of the wounded from Fort Pillow died in your wards?

Answer. One in ward H.

Question. Are there others who you think will not recover?

Answer. There are two whose recovery I think is doubtful.

Wounded in wards L, K, and H, United States General Hospital, Mound City, Illinois.—W. P. Walker, sergeant, company D, 13th Tennessee cavalry, received four wounds at Fort Pillow April 12, 1864. One ball passed through left arm near middle third, fracturing humerus. Second ball struck right side of neck, 1½ inch below mastoid process, and remaining in. Third ball made flesh wound in right shoulder. Fourth ball struck left eye, supposed by himself to be a glancing shot; eye totally destroyed. Done after the surrender.

Milas M. M. Woodside, a discharged soldier from the 7th Tennessee cavalry, also from the 13th Tennessee cavalry, wounded by two balls, first (pistol) ball striking just below insertion of deltoid muscle of right arm, and remaining in; second (musket) ball striking centre of right breast over third rib, and passing to the right and downward, emerged at inner border of the scapula, about 6 inches from point of entrance. Done after surrender.

Jason London, private, company B, 13th Tennessee cavalry, received a ball, which struck the dorsal side of right hand about the junction of carpal and metacarpal bones of index finger; emerged at carpal bone of thumb; then

struck thigh in front, about 6 inches above knee-joint; passing over the bone, emerged on inner side. After being wounded, he was knocked down by one of the fiends with a musket. Done after the surrender.

David H. Taylor, private, company E, 13th Tennessee cavalry, received five wounds. First (musket) ball passed in under the angle of right jaw, fracturing the symphysis, where it emerged. Second ball struck front of right shoulder-joint; emerged immediately behind caracoid process. Third ball entered 3 inches below, and a little to the right of entiform cartilage; passing downward, is lost. Fourth ball in left knee, fracturing inner condyle of femur, and passed into poplitael space. Fifth ball, upper part of middle third thigh; lost. Done after the surrender.

David W. Harrison, private, company D, 13th Tennessee cavalry, received three wounds. First (musket) ball passed from behind head of humerus, left side; emerged between clavicle and axilla, producing compound comminuted fracture of head and upper end of shaft of bone. Second ball struck left side 2½ inches above ilium; ball not found. Third ball entered at upper edge of scapula behind, passing under the bone, is lost. Wounds received after surrender.

James Calvin Goeforth, private, company E, 13th Tennessee cavalry, received wound. Ball passed from right to left across the back, entering at upper part of scapula; emerged at a point a little below and at the opposite side, (flesh wound.) Done after the surrender.

William A. Dickey, company B, 13th Tennessee cavalry, wounded after the surrender. Ball entered abdomen 4 inches to the right of umbilicus; ball lost.

Thomas J. Cartwright, company A, 13th Tennessee cavalry, received wound in left shoulder, striking pectoral muscle near axilla, fracturing clavicle; was extracted near the vertebral column at upper and outer border of scapula. Done before the surrender.

William L. McMichael, private, company C, 13th Tennessee cavalry, received five wounds. First ball glanced along the upper portion of right parietal bone, making wound (flesh) 2½ inches long. Second ball glanced ulnar side of left forearm at wrist joint. Third ball struck left side of abdomen on a line from anterior superior process of ilium to symphysis pubis; ball not found. Fourth ball struck near the insertion of tensu of right side; passed downwards 4 inches; was extracted. Wounds received after the surrender of the fort.

Isaac J. Leadbetter, private, company E, 13th Tennessee cavalry, received wound in left side. Musket ball struck over eighth rib and plunged downward; is lost. Done after surrender.

James Walls, private, company E, 13th Tennessee cavalry, was wounded by musket ball striking over origin of gluteus minemus of left side, and passed upwards and across, emergiug 11 inches from point of entrance almost over the last rib of right side, and about 2½ inches from vertebral column. Done after the surrender.

In charge of WILLIAM N. McCOY,
Acting Assistant Surgeon, United States Army.

Dr. A. H. Kellogg, sworn and examined.

By the chairman:

Question. What is your rank and position in the service?

Answer. I am an acting assistant surgeon, in charge of wards E and F, Mound City general hospital.

Question. Were you present yesterday when the testimony of the wounded men in your wards was taken?

Answer. I have but one under my charge who was wounded at Fort Pillow. I heard his testimony.

Question. Had you previously had any conversation with him in relation to the circumstances attending his being wounded?

Answer. Yes, sir.

Question. Did his statements to us yesterday correspond with the statements he made to you?

Answer. Yes, sir; except he gave a few more details yesterday as to what was said to him. He told me that he was wounded after he had surrendered.

Question. Have you prepared a statement of his case?

Answer. Yes, sir; here it is.

Woodford Cooksey, private, company A, 13th regiment Tennessee cavalry, gunshot wound, with comminuted fracture of middle third of left femur, received at Fort Pillow, April 12, 1864, *after surrender.*

A. H. KELLOGG, M. D.,
Acting Assistant Surgeon, U. S. A.

Doctor Charles H. Vail, sworn and examined.

By Mr. Gooch:

Question. What is your rank and position in the service?

Answer. Acting assistant surgeon in charge of wards A, B, C, and D, Mound City general hospital. The adjutant of the 13th Tennessee cavalry is in ward B.

Question. Have you prepared a statement of his case?

Answer. Yes, sir; and also of Captain Porter, who is in the same ward, and who was too weak to be examined this morning.

First Lieutenant Mack J. Seaming, adjutant 13th Tennessee cavalry, gunshot wound of right side, received at Fort Pillow, April 12, 1864. Ball entered right side below inferior angle of scapula, between sixth and seventh rib, ranged downward and was lost in muscles near hip. Wounded after he had surrendered; shot by a man standing thirty feet above him on the bank. Present condition of patient good, with fair prospect of recovery.

Captain John H. Potter, company B, 13th Tennessee cavalry, wounded at Fort Pillow, April 12, 1864. Ball fractured skull, carrying away a portion of left parietal and frontal bones, leaving brain exposed for a distance of an inch and a half; was wounded early in the fight by a sharpshooter before the surrender. Present condition almost hopeless, has remained insensible ever since he was wounded.

CHARLES H. VAIL, M. D.,
Acting Assistant Surgeon, U. S. A., in charge of officers' ward.

Doctor J. A. C. McCoy, sworn and examined.

By Mr. Gooch:

Question. What is your rank and position?

Answer. Acting assistant surgeon in charge of wards O, P, Q, and R, in Mound City general hospital.

Question. Have you any of the wounded soldiers from Fort Pillow in your wards?

Answer. I have.

Question. Have you prepared a statement of their cases?

Answer. Yes, sir; I have two statements here prepared at different times; I will hand you both of them, as each one contains some particulars not in the other.

Ward Q.—John F. Ray, private, company B, 13th Tennessee, shot in popliteal space, ball lodged, done after surrender; John W. Shelton, private, com-

pany E, 13th Tennessee, shot through left leg, middle third, flesh wound, done after surrender; Joseph M. Green, private, company A, 13th Tennessee, shot in right shoulder, behind, ball escaping at middle of right arm, flesh wound, done after surrender; James H. Stout, private, company B, 13th Tennessee, shot in right leg, producing compound fracture of tibia, done after surrender; Thomas J. Thompson, private, company D, 13th Tennessee, shot between sixth and seventh ribs, ball passing downward is lost, done after surrender; Daniel H. Rankin, private, company C, 13th Tennessee, shot through left leg, flesh wound, done after surrender; Wiley Robinson, private, company A, 13th Tennessee, shot in right arm and right index finger, flesh wounds, shot through left index finger and through inferior lobe left lung, ball lodged, shot through left thigh and through left ankle, flesh wounds, all but one shot done after surrender; Daniel Stamps, private, company E, 13th Tennessee, shot through right thigh, flesh wound, done after surrender; James P. Meador, private, company A, 13th Tennessee, shot through inferior lobe of right lung and superior lobe of left lung, one shot after surrender; William J. Mays, company B, 13th Tennessee, shot through right axilla and side, flesh wounds, done just before surrender; James N. Taylor, private, company E, 13th Tennessee, shot in right hip, ball lodged, done after surrender; Francis A. Alexander, private, company C, 13th Tennessee, shot through right leg, flesh wound, done after surrender; Nathan G. Fowlkes, private, company D, 13th Tennessee, shot in left leg, compound fracture of both bones, done after surrender.

J. A. C. McCOY,
Acting Assistant Surgeon, U. S. A.

Francis A. Alexander, company C, 13th Tennessee, shot once after surrender, dangerous; Nathan G. Fowlkes, company D, 13th Tennessee, shot once after surrender, dangerous; Wiley Robinson, company A, 13th Tennessee, shot seven times, six times after surrender, dangerous; Daniel Stamps, company E, 13th Tennessee, shot once after surrender, severe; James P. Meador, company A, 13th Tennessee, shot twice, once after surrender, dangerous; James N. Taylor, company E, 13th Tennessee, shot once after surrender, dangerous; William J. Mays, company B, 13th Tennessee, shot once just before surrender, dangerous; John F. Ray, company B, 13th Tennessee, shot once after surrender, dangerous; John W. Shelton, company E, 13th Tennessee, shot once after surrender, dangerous; Thomas J. Thompson, company D, 13th Tennessee, shot once after surrender, dangerous; Joseph M. Green, company A, 13th Tennessee, shot once after surrender, dangerous; James H. Stout, company B, 13th Tennessee, shot once after surrender, dangerous; Daniel H. Rankin, company C, 13th Tennessee, shot once after surrender, dangerous.

J. A. C. McCOY, M. D.,
Acting Assistant Surgeon, U. S. A.

The following is a statement prepared by Dr. M. Black of the cases under his charge:

Horton Casen, private, company A, 1st Alabama infantry, wounded at Fort Pillow after surrender, gunshot wounds in hip and thigh; Jacob Thompson, waiter, company B, 11th Illinois cavalry, wounded at Fort Pillow after surrender, pistol shots through thumb and head and several blows with blunt instrument (says with a gun) on head and neck, dividing skin in several places; Henry Parker, company D, 1st Alabama, wounded at Fort Pillow after surrender, gunshot wound in hip; Ransom Anderson, company B, 1st Alabama artillery, wounded at Fort Pillow after surrender, sabre cuts on head and hand and gunshot wounds in shoulder and chest; Mary Jane Robinson, wife of a

soldier at Fort Pillow, wounded by a rebel after the surrender of the fort, at a distance of ten yards, gunshot wound through both knees.

M. BLACK,
Acting Assistant Surgeon, U. S. A.

Surgeon Horace Wardner, recalled and examined.

By the chairman:

Question. Have you heard our examination of the wounded in this hospital from Fort Pillow?

Answer. I have.

Question. Did you have any conversation with them when they were first brought to the hospital?

Answer. Yes, sir.

Question. Did the statements they made to you then correspond with their statements to us?

Answer. They did.

Question. Do the nature and character of their injuries sustain their statements in regard to their injuries?

Answer. The character of the injuries of these men corroborates their statements in regard to the treatment they received from the rebels.

MOUND CITY, ILLINOIS, *April* 23, 1864.

Captain Alexander M. Pennock, United States navy, sworn and examined.

By Mr. Gooch:

Question. What is your rank and position in the navy?

Answer. I am a captain in the United States navy; fleet captain of the Mississippi squadron, and commandant of the station of Cairo and Mound City.

Question. How long have you been in the naval service?

Answer. Since the first of April, 1828.

Question. Will you please state what services have been rendered by the naval forces here in checking and preventing the recent movements of the rebel Forrest and his command in this vicinity?

Answer. Two gunboats were at Paducah at the time the attack was made upon that place; they rendered efficient service there. On receiving information that Paducah had been attacked, or that there was a probability of its being attacked, I immediately went to Cairo from Mound City, with Captain Shirk, of the navy, and conferred with General Brayman and General Veatch. A regiment was sent by General Veatch up to Paducah. An armed despatch boat was also sent up, with Captain Shirk on board, and Captain Odlin, assistant adjutant general on General Brayman's staff, to ascertain the facts, and render such assistance as might be needed. I was informed by both Captain Shirk and Captain Odlin that the gunboats there, and the fort, had expended a great deal of ammunition and were getting short of it. Ammunition both for the army and navy was immediately sent up; a division of gunboats from the Cumberland river, Captain Fitch commanding, came down after the fight and re-enforced Captain Shirk at Paducah.

Information having reached me that the rebels were crossing over into Illinois in small squads, four gunboats were stationed by the two above-named naval officers between Paducah and Mound City, to prevent their crossing, and orders were given them to destroy all ferries and skiffs, in fact all means of communication across the Ohio river.

A gunboat had been stationed at Columbus, Kentucky. Hearing that the surrender of that place had been demanded, I despatched Captain Fitch with two of the Cumberland river boats, and another gunboat which was here for repairs, to Columbus, with orders if all was quiet there to go down the river a

far as Hickman. I instructed him that the Mississippi river must be kept clear at all hazards. After having given this order, which was in writing, the captain of a steamboat came to me and informed me that Fort Pillow had been attacked, and that the captain of the gunboat stationed there sent word that he had expended nearly all his ammunition. I directed Captain Fitch, if he could be spared from Columbus, to go down to Fort Pillow with his three boats, and I immediately had placed on board a despatch boat the ammunition required for the gunboat then at Fort Pillow. And boats have since been cruising up and down the Ohio river, and the Mississippi river as far as Fort Pillow, for the purpose of giving convoy and keeping the river open. On the arrival of Captain Fitch near Fort Pillow, he found the enemy in force on this side of the fort, behind wood piles on the bank of the river; they were burning wood and barges there. They were shelled and driven off. Captain Fitch also prevented a detachment of rebels from crossing over to an island, where a number of transports and other boats had been detained, which the rebels desired to capture or destroy. He convoyed that fleet as far as Fort Pillow, clear of danger. Afterwards three boats were sent down to Hickman, for the purpose of giving protection to such Union men as desired to leave and bring away their goods, and if possible to capture any rebels that might be in the place. A detachment of marines accompanied this expedition. The town was surrounded twice, once by day and once by night; the guerillas had been in there and escaped. The people of Hickman were warned that if even a musket shot was again fired at a transport or other boat the place would be at once destroyed. These boats have been moving constantly day and night, and despatch boats have been furnished by the navy to convey despatches for General Sherman and General Brayman, up the Tennessee river, or wherever they might require. I would add that when Captain Fitch returned from Fort Pillow he brought away with him refugees, women and children, who had been left there, and ten wounded soldiers who had been there for two days.

Question. What, in your opinion, would be the competent military and naval force to protect the public property at Cairo and Mound City?

Answer. Two gunboats and 2,000 men.

Question. State briefly your reason for believing so large a force is required for that purpose.

Answer. For the reason that we have public property extending along the river for seven miles, and we should be ready for any emergency.

Question. What amount of property would be destroyed here, should the enemy get possession long enough to destroy it?

Answer. It is difficult to estimate its value accurately. We have here a a large number of guns, and all the ammunition and other supplies for the Mississippi fleet, consisting of at least 100 vessels.

Question. What effect would the destruction or capture of this property have upon operations here in the west?

Answer. It would paralyze the fleet.

Question. For how long a time?

Answer. For the entire season, besides giving the enemy means to act more on the offensive—means enough to last them for a campaign.

Question. Is it also true that all the army supplies for the western department pass through here?

Answer. To the best of my knowledge it is.

Question. What force have you here at Mound City now?

Answer. I have two gunboats, 85 marines, 100 mechanics, who have been armed and drilled, one company of the invalid corps, and a detachment of convalescents from the hospital. Any other forces that may be here are merely temporary.

Question. What force have you at Cairo?

Answer. Seventy-odd marines. But those we have only to protect the wharf boat and the inspection boat, which have on board provisions, ship chandlery, &c. Admiral Porter has ordered me to move them up to this point whenever I can do so without detriment to the public service. I understand that there is a permanent garrison at Cairo of between 300 and 400 men. When General Brayman was compelled to re-enforce Columbus, he was compelled to take away from there all except about 150 men.

Captain James W. Shirk, United States navy, sworn and examined.

By the chairman:

Question. What is your rank and position in the navy, and where are you stationed at this time?

Answer. I am a lieutenant commander, and commandant of the United States gunboat Tuscumbia, and the 7th district of the Mississippi squadron, which extends from the headwaters of the Tennessee river to Cairo.

Question. How long have you been in service in the west?

Answer. I have been attached to this squadron since the 6th of September, 1862.

Question. You are acquainted with the immense amount of public property at Mound City and Cairo?

Answer. Yes, sir.

Question. Do you consider that there is a permanent force here, both naval and military, large enough for its protection?

Answer. I do not consider that there has been force enough here heretofore.

Question. What, in your judgment, would be a force sufficient to render that protection and security which the place ought to have?

Answer. I should think it would take a couple of gunboats, and at least two full regiments. The great danger to be apprehended here is from fire.

Question. Will you now state what services the navy has rendered in the late raids in this region of country?

Answer. I will state in regard to my own division. I returned to Paducah, from a trip up the Tennessee river, on the 25th of March, at noon. I immediately called upon Colonel Hicks, the commandant of that post, as was my custom, to hear what news he had. He informed me that the rebels had taken Union City the day before, and that he expected an attack there that night. As I had just come down from the southern part of Tennessee, and had heard nothing of Forrest there, and as I had been told so many times before without cause that the rebels were threatening to attack Paducah, I did not put much confidence in the report; at the same time, I did not wish to leave the place unprotected by gunboats, and I accordingly left the Peosta and the Pawpaw at that place, while I came down to Cairo to communicate with Captain Pennock and the authorities here, in order to find out whether or not there was any truth in the report. I left Paducah about one o'clock and arrived here about dark. Shortly after I arrived here the telegraphic operator at Metropolis telegraphed down that Paducah was in flames. Captain Pennock and I went down to Cairo to see Generals Brayman and Veatch. General Veatch ordered a regiment of his troops up to Paducah to re-enforce Colonel Hicks, and I immediately started up in the despatch boat Volunteer with Captain Odlin, General Brayman's assistant adjutant general. On our way up we destroyed several ferryboats and skiffs, in order to prevent the rebels crossing the river. We arrived at Paducah about daylight on the 26th of March. The enemy was in force about two miles and a half from town. It was reported to me by my subordinate officers that the enemy had attacked the place about three o'clock in the evening of the day before; that the fort had been bravely defended and preserved by the gallantry of Colonel Hicks and his small garrison, assisted very materially by the two gunboats which I had left there; that Forrest had occu-

pied the town; that about ten o'clock that night he had been driven out by the fire of the Peosta, she having gone up and shelled the town for that purpose. I placed myself in communication with Colonel Hicks on the morning of the 26th, and found that he was short of ammunition, as were also the gunboats. I immediately telegraphed to Captain Pennock to send up a full supply of ammunition for the two gunboats, and 30,000 rounds of Enfield cartridges for Colonel Hicks. The supplies were sent up by him immediately, and reached us that evening. In the afternoon, about three o'clock, Colonel Hicks sent me a message that the enemy were forming in line of battle at the head of Jersey street, and requested me to open upon them with shell. I fired shell in that direction, and about four o'clock the enemy left in the direction of Mayfield. The captains of the Peosta and the Pawpaw both informed me that the day before the rebels took advantage of the presence of women there, behind whom they covered themselves, and fired at the officers and men on the gunboats. The women came running down towards the fort, and the rebels got behind them and fired at our people on the boats.

Question. And the boats could not fire upon the rebels without killing the women?

Answer. No, sir. And the rebels also took advantage of a flag of truce, while it was flying, to enter the town and plant their batteries there, and to get into brick houses on the levee, from which to fire on the gunboats, while the flag of truce was flying at the fort. I returned that night at midnight to Cairo, and assisted Captain Pennock as much as I could in making preparations to take care of the public property, as I knew that some few stragglers had crossed the Ohio above, and we were fearful they would come down and burn the public property here. Again, on the 12th of this month, I was at Paducah. The rebels were reported in force all around the town. I telegraphed to Captain Pennock, giving him that information, and also that in my opinion Colonel Hicks ought to be re-enforced. Another regiment was immediately sent up by General Brayman, and Lieutenant Commander Fitch, commanding the 8th district of the Mississippi squadron, by direction of Captain Pennock, sent four of his gunboats to report to me for duty. I made disposition of four gunboats, each with ten marines on board, to patrol between Paducah and Mound City. The enemy hovered around us until about noon of the 14th, when they made a dash upon the town, sending in a flag of truce to Colonel Hicks, giving him one hour to remove the women and children from the town. I immediately ordered all the transports to the Illinois shore, and took the women and children over there. When the hour was up I was informed that the rebels were in Jersey, a suburb of the town, and Colonel Hicks wished me to go up there and shell them. I did so, with two gunboats, carrying long-range rifled guns, firing about 120 rounds of shell, which fell in among them. The rebels retired, and encamped from three to six miles out of town that night. When the flag of truce was sent in to the fort, squads of rebel cavalry came into town and stole all the government horses there, and also a great many belonging to private citizens.

Question. Under the flag of truce?

Answer. Yes, sir; as the flag of truce came in and went to the fort they came into the town.

Question. Is not that a direct and utter violation of the rules of warfare?

Answer. It is a direct violation of the flag of truce. I have had three or four boats up the Tennessee river all the time. There are three up there now, one having come out the day before yesterday. There were two to have started this morning at daylight, and I received a despatch this forenoon, saying that the enemy were reported to be crossing the Tennessee river at Birmingham and above, in force, from the west to the east side. I immediately telegraphed to Paducah and had two heavy gunboats go up to ascertain the truth of the report.

I do not credit the story, but I have done all I possibly could do, with the limited number of boats at my command.

Question. How long have you been in the navy?

Answer. Fifteen years.

Question. You are acquainted with the administration of Captain Pennock, of the navy, here?

Answer. Yes, sir.

Question. What do you say of it?

Answer. I do not think any one could have done more than Captain Pennock has done, with the means at his command.

Question. Why is it that we do not hear more of the transactions of the gunboats out here, while we hear so much of what the army does?

Answer. One reason is that there is a general order by Admiral Porter, prohibiting any newspaper reporter from going on board any vessel in the Mississippi squadron.

Question. Is there a cordial understanding and co-operation between the navy here and the military forces under General Brayman?

Answer. I think there is to a very great degree. I never saw more cordiality existing between officers of the different services. I would like to say further, that during this late raid I convoyed General Veatch's division up the Tennessee river. It was ordered up there by General Sherman to land at or near Savannah, and go out to Purdy and the Hatchie, in that way intending to catch Forrest. I afterwards sent up another despatch of the same purport, from General Sherman to General Veatch, which reached him at the landing near Purdy. I sent up a third despatch to him, which was brought here by General Corse from General Sherman. That despatch never reached General Veatch for the reason that he had come back from Purdy, gone on up the Tennessee and disembarked his troops at Waterloo, Alabama, and was out of reach of my gunboats.

Captain Smith, commanding the Peosta, broke up a rebel recruiting office at Brooklyn, Illinois, a week ago last Sunday. The recruiting office was on board a trading vessel. He destroyed the boat, but saved seven new rebel uniforms that were on it. He could not discover the recruiting agent there, there being so many secesh sympathizers around there.

Question. In your opinion, has General Brayman acted with vigilance and activity, and done all he could with the forces intrusted to him, during these raids?

Answer. So far as I know, he has done all he could do.

CAIRO, ILLINOIS, *April* 24, 1864.

Major General Steven A. Hurlbut, sworn and examined.

By the chairman:

Question. What is your rank and position in the army?

Answer. I am a major general of volunteers, commanding the 16th army corps.

Question. Where have you been stationed?

Answer. I have been stationed at Memphis for the last sixteen months.

Question. How long have you been stationed along the river?

Answer. Ever since the battle of Shiloh. I have commanded at Bolivar and Jackson, Tennessee, until about the 20th of November, 1862, when I was ordered to Memphis.

Question. Now, with regard to this raid of Forrest, was that raid made in your department?

Answer. Yes, sir.

Question. Please give us, in your own way, a brief account of that raid.

Answer. Forrest first crossed the Memphis and Charleston railroad last December. I organized a force in Columbus, and moved it down and drove him out. General Sherman then ordered all the available troops in my command to be got together—leaving very small garrisons at the important points—for the Meridian expedition. I marched and crossed there, and marched back again. Two divisions of my command were then detailed to go up Red river, under General Banks. As an auxiliary to the infantry movement to Meridian, General W. S. Smith came to Memphis and took command of all my cavalry and another brigade which he brought over, all amounting to about seven thousand effective men, to move across the country, drive the enemy's force out, cut his way across to Columbus and Aberdeen, and to go down to the Mobile and Ohio railroad, and join us at Meridian. He failed to make that junction; was met by Forrest about West Point, and for some reason or other (I do not know what) retreated and fell back to Memphis. The effect of a retreat, at the rate at which they retreated, and the loss they met with, and the retreating before an inferior force, demoralized the cavalry very seriously. I returned to Memphis about the Three Points, marched, and found that Forrest was organizing a very considerable force, so far as I could find out, with the intention of moving up to West Tennessee. I had orders from the War Department to send home all the veteran regiments (cavalry especially) as rapidly as possible. I took an inventory of my force, and found that I had about six thousand cavalry to two thousand two hundred horses, which limited the efficiency of the cavalry. I furloughed and sent home the 3d Michigan, 2d Iowa, 3d, 6th, 7th, and 9th Illinois, and distributed their horses among the men that were left, so as to keep men enough always, and more, to mount with horses. Forrest moved up, and crossed the line of the Charleston and Memphis railroad, towards Jackson, Tennessee, and occupied it. General Grierson was directed by me to go out with his cavalry, feel him, attack him, and cripple him as much as possible. He went out, and reported that he was "a little too strong for him, and he could not touch him." My effective force at Memphis consisted of 2,200 cavalry, 2,100 white infantry, and 2,400 colored infantry. I had the choice to move out a force sufficiently strong to attack Forrest and leave Memphis open, with its immense amount of government stores, ordnance, hospitals, and everything of that nature. I became satisfied that if I moved out 4,000 men, (which was the lowest I considered safe to send out,) and they should move out 50 or 60 miles into the country, the enemy, being all mounted, would turn that force and come in and occupy Memphis, which I considered would be a greater disaster than to allow Forrest to range in West Tennessee. I therefore did not send them out, but I kept the cavalry out as far as we could go, or dared go. It was not possible to divine precisely what Forrest's intentions were. My own opinion was, that it was his intention to organize a force, cross the Tennessee river, and operate upon General Sherman's line of communication. I was at Cairo at the time Union City was attacked. Four regiments and a battery of one of my divisions, which were ordered up the Tennessee river, were here also. I directed General Brayman to take them and throw them up to Columbus in rear of Forrest when he was at Paducah, but they were peremptorily ordered up the Tennessee river.

Question. Ordered up by General Sherman?

Answer. Yes, sir. The result was, that there was not force enough, in my opinion, in the command on the Mississippi river, from Paducah to Memphis, to operate upon Forrest with any prospect of success.

Question. What was the estimated strength of Forrest's forces?

Answer. Forrest's entire force, according to the best of my information, was between 8,000 and 9,000 men altogether. That includes this division of Buford's that operated up here. I have somewhere among my papers a list of all his brigades. I know nearly all of them. I have run against nearly all of

them. He had five of the oldest regiments in the confederate service detailed expressly for this purpose as a nucleus of his organization. These were troops that had seen a great deal of service along the line below Memphis—Chalmers's brigade, Ely's brigade, Bell's brigade, and McCullough's. I cannot estimate Forrest's force at less than between 8,000 and 9,000 men. The cause of his raid, unquestionably, was the fact that so large an amount of troops which had been holding this region of country had been removed—a portion of them up the Tennessee river to Decatur, and a portion up the Red river—also the fact that he knew perfectly well, from his spies at Memphis, the condition of our cavalry. Memphis, from the nature of the ground there, is a place that requires not less than five thousand men to garrison the outer line. It is the worst place to cover that I ever saw. We have a fort there that was built that would take seven thousand men as a reasonable amount to line the parapets. We have immense stores there, for from Memphis not only the 16th and 17th army corps are supplied, but General Steele's army at Little Rock are supplied from there also. We have large hospitals there, scattered all over the city. We have an unsteady and unreliable population; and the daily interior guard duty, for the city proper, requires over 300 men. I considered then, and I consider now, that the removal of any force competent to make any serious impression upon Forrest would have imperilled Memphis; and I believe that was what General Forrest wanted done.

Question. How large a force did you retain there for the safety of that place?

Answer. I retained the infantry—four thousand men. I kept the cavalry out all the time as far as they could go.

Question. How came you to reoccupy Fort Pillow? Had it been abandoned?

Answer. No, sir. When I moved to Meridian, the 52d Indiana regiment which had been there was withdrawn, and made a part of the expedition, and the 13th Tennessee cavalry, which was recruiting, was moved down there as a recruiting point. I afterwards re-enforced it by sending up Major Booth with four companies of colored heavy artillery and six guns, and a section of light artillery, making in all about 600 men.

Question. Do I understand you to say that the post had never been entirely abandoned?

Answer. No, sir. When the 52d Indiana was taken away it was temporarily abandoned until the 13th Tennessee came down to hold it as a recruiting point. I considered Fort Pillow as a place which ought to be held with a small garrison, and I think so yet, and any navy officer or river man will tell you that the situation of the channel there requires it.

Question. I am not questioning that at all. I merely inquired as to the fact.

Answer. I sent Major Booth there because I had great confidence in him as a soldier. He was an old soldier who had served in the regular army, and I considered him the best man I had for that purpose. I received a report from him "that he could hold that post against any force for forty-eight hours," which was all I expected him to do, and if he had not been killed I think he would have held it. I have no doubt that his death was the immediate cause of the capture of the place.

Question. Just in this connexion, please to state why you deemed it important to keep up a garrison at that place.

Answer. The steamboat channel at Fort Pillow runs right under the bluff, and brings every boat as it passes within musket-shot of the shore, and a couple of guns mounted up above there would stop most effectually the navigation of the river, and drive away any of the tin-clad gunboats we have, for a plunging fire would go right through them, and they could not get elevation enough to strike. The whole life of the army below, especially while these large movements were going on, depended upon an uninterrupted communication by the river, and the stopping that communication for two or three days might deprive

us of necessary supplies just at the moment that they were required. These were my reasons for holding the place.

Question. What information have you in regard to the attack upon Fort Pillow; its capture, and the barbarities practiced there?

Answer. I am not positive about dates, but my recollection is that Fort Pillow was attacked on the 12th of April. Just about dusk of the 12th a boat came down to Memphis from Fort Pillow, bringing information that the place was attacked, but that Major Booth was perfectly confident of being able to hold out until he could be re-enforced. I immediately ordered a regiment to be got ready, with four days' rations and an extra supply of ammunition; took the steamer "Glendale," dropped her down to Fort Pickering, and the regiment was in the very act of going on board when another boat came down with the information that the fort was captured. The order to move up the regiment was countermanded, for there was no use in sending it then. There were at Fort Pillow two 10-pound Parrotts, two 6-pounder field guns, and two 12-pounder howitzers, and about 600 men. I cannot tell precisely the number of the 13th Tennessee cavalry, for it was a recruiting regiment, and filling off and on. If the men had been left in the position in which they had been placed by Major Booth, and from which position he had already repelled an assault of the enemy, I think they would have been able to have held the fort until re-enforced. I believe that the ground there is so strong that 600 men with that artillery ought to have held it; but the command devolved upon a very good gentleman, but a very young officer, entirely inexperienced in these matters. The enemy rushed on the fort from two or three directions, and confused him, I think, and broke him and carried it. The information which I have from all sources, official and otherwise, is that—whether by permission of their officers, or contrary to their permission, I cannot say—a butchery took place there that is unexampled in the record of civilized warfare. We always expect, in case of a place carried by assault, that some extravagance of passion will occur; but this seems to have been continued after resistance had ceased, when there was nothing to keep up the hot blood, and to have been of a nature brutal to an extent that is scarcely credible, and I have embodied in my official report to General McPherson (my present superior officer) my opinion that the black troops will hereafter be uncontrolable, unless the government take some prompt and energetic action upon the subject. I know very well that my colored regiments at Memphis, officers and men, will never give quarter.

Question. They never ought to.

Answer. They never will. They have sworn it; and I have some very good colored regiments there.

Question. What do you say of the fighting qualities of the colored troops?

Answer. That depends altogether upon their officers. If they are properly officered, they are just as good troops as anybody has. I have two or three regiments at Memphis that I am willing to put anywhere that I would put any soldiers which I have ever seen, with the same amount of experience.

Question. Did you learn anything of the particulars of those atrocities that were committed there at Fort Pillow?

Answer. I learned the particulars from the reports of the officers.

Question. Did you learn anything about any flags of truce being taken advantage of?

Answer. They always do that; that is a matter of habit with them.

Question. And they took advantage of them in this case, as you learn?

Answer. Yes, sir; and they did it at Paducah, and they tried it at Columbus.

Question. Did you hear anything about their setting fire to hospitals, while the wounded were in there?

Answer. I learn, from what I consider unquestionable authority, that bodies were found which had been wounded by musket shots, and then their eyes

bayoneted out; men wounded in a similar way, with their bowels cut open; and I have heard many other instances of equal barbarity.

Question. Did you hear, recently after that capture, of anybody being nailed to a building and burned?

Answer. I heard that Lieutenant Akerstrom was so treated.

Question. Did you learn that from a source that you could give credit to?

Answer. I had no reason to doubt it, with the exception of the identification of the body. The fact that somebody was so treated, I consider to be sufficiently proven; the identification I think is doubtful.

Question. Is there anything more you wish to state? If so, will you state it without further questioning?

Answer. I do not know that I can state anything more than my opinion in regard to certain things that might have been done. I do not know that it is worth while to do that. As I am under censure myself, at present I prefer not to.

Question. Will you give us a description of the situation of Fort Pillow?

Answer. It is a very difficult thing to describe. The original fortifications, as made by the rebels, were very much too large to be held by any force that we could spare. It was intended for a very large force; but there are two crowning heights—bold knobs—that stand up there, which command the entire region of approach, and which Major Booth was directed to occupy. He went up and examined the ground, and reported to me. A light work was thrown up upon one of them, and there was a portion of a work upon the other. The one to the south was not occupied during the fight; the one to the north of the ravine, which leads down to the landing, was occupied. That was the point which I considered should have been held; and I think yet it could have been, and would have been, if Major Booth had lived.

Question. Can you describe the position in which the men were placed by Major Booth?

Answer. Major Booth had his artillery upon this knoll, and held the slope of the hill with some rifle pits. From these rifle pits, as I am informed, he repulsed the enemy. The troops were afterwards drawn in by Major Bradford, into the fortification proper, and that was attacked on all sides. My opinion is that Major Bradford lost his head—got confused. The rush was too strong for him. The amount of the enemy's force that actually attacked there I do not know, but from all the testimony I could get, I should judge it to have been not less than 2,500 men.

Question. Who do you understand led the enemy's forces?

Answer. Forrest was there personally. I understand, however, that the main body of the force was Chalmers's command, who was also there. There was also a portion of Forrest's force there. Forrest will carry his men further than any other man I know of; he is desperate.

Question. Have we any force at Fort Pillow now?

Answer. No, sir.

Question. Do you consider that a point which should be occupied by a force, in order to make the navigation of the river safe?

Answer. I do.

Question. What force do you deem should be placed there to hold it?

Answer. I think 500 steady troops, properly supplied with artillery, and properly covered with works, could hold the place until re-enforced—hold it, all that is necessary.

Question. Did you ever have any instructions or orders to evacuate Fort Pillow? or did you, at any time, ever propose to evacuate it?

Answer. I never had any orders to evacuate it. My orders from General Sherman were to hold certain fortified points on the river. I never had any instructions with regard to Fort Pillow one way or the other that I recollect. I considered it necessary to hold it, and never intended to abandon it.

Question. Had it been held by us for some considerable time?

Answer. It had been held since we first occupied the river.

Question. Do not the same reasons exist for holding it now, that had existed during all that period?

Answer. The same. The reasons are geographical, and do not change.

By Mr. Gooch:

Question. Then I understand you to state that your instructions, in spirit, required you to hold it, and that it was necessary that it should be held?

Answer. My opinion is distinct that it should be held always, and there is nothing in my instructions that requires it to be abandoned. Some discretion, I suppose, belongs to an officer in charge of as much range as I have had to hold; and I certainly should not abandon that place, if I had troops to hold it.

By the chairman:

Question. Will you tell us what you know about the attack on Union City?

Answer. Colonel Hawkins, of the 7th Tennessee regiment, was at Union City as an advanced post. He had in round numbers about six hundred men. He was threatened by about fifteen hundred, I should think. They attacked him, and were repulsed. General Brayman moved from here with two thousand troops, and got down as far as the bridge, six miles from Union City, before Hawkins surrendered. They commenced the flag-of-truce operation on him, when they found they could do nothing else, threatening to open upon him with artillery, and to give no quarter. Contrary to the entreaties, prayers, and advice of all his officers and all his men, he did surrender his post, with a relieving force within six miles of him; and surrendered it, as I have no doubt, from pure cowardice.

Question. Was he aware of the re-enforcements approaching?

Answer. I think so, but I will not be positive. General Brayman can tell more about that than I can. I was at Columbus when General Brayman returned.

Question. Where is Colonel Hawkins now?

Answer. He is a prisoner. This is the second time he has surrendered to Forrest.

Captain Thomas P. Gray, sworn and examined.

By Mr. Gooch:

Question. What is your rank and position in the army?

Answer. For the last four months I have been holding the place of captain in the 7th Tennessee cavalry, but I have not been mustered in yet.

Question. Had you been in service before?

Answer. Yes, sir.

Question. For how long?

Answer. I enlisted in Illinois on the 24th of July, and was mustered into the United States service August 1, 1861.

Question. Were you at Union City when the late attack was made there?

Answer. I was.

Question. Will you give us an account of what occurred there?

Answer. On the 23d of March last it was generally understood by the troops there that the rebels were advancing upon us; we supposed under General Forrest. That night two companies, I think, were ordered to keep their horses saddled. The first orders I received were about half-past four, the morning of the 24th. The adjutant of our regiment came to me and told me to have my horses saddled. In perhaps half an hour after that we were ordered into line, and I held my company in line for some time waiting for orders. As Colonel

Hawkins came by I asked him if he wanted me to take my position at the breastworks, and he said he did. I then took my position at a place where I thought I was most needed, at some breastworks that my company had thrown up on the east side. At this time the rebels were firing on our pickets. I think there was no general charge until about half-past 5 or 6 o'clock. That charge was made by cavalry, on the south side. They did not charge a great way, and were easily repulsed. The same men then reassembled, dismounted, and charged on the fort. This time they came very close to the breastworks, but were again repulsed. After that our troops were very exultant, and ready to meet the rebels anywhere. The next charge was made on the northwest; that was easily repulsed. The last charge was made on the northeast, fronting my position; that was repulsed tolerably easily, but with more loss to the rebels than previously. Then there was sharpshooting for about an hour and a half, and we were all in good spirits. At the expiration of that hour and a half a flag of truce came in in my front. I sent word to Colonel Hawkins that there was a flag of truce coming. I went in person to meet the flag, and halted it about two hundred yards from the breastworks, and asked them what they desired. They said they wished to see the commander of the forces there. I told them I had notified him, and he would be there in a moment. At that time they ordered me under arrest, because I made myself easy looking around upon their position. I demanded their right to order me under arrest under a flag of truce, and told them I had as much right to look around as they had. They then ordered me to sit down. I told them that was played out; that I was not only there under the right of a flag of truce, but that I was there to give them their orders if they made any mismoves. They gave up then, as Colonel Hawkins was in sight. When the colonel came a document was handed him. I do not know anything about it; for, as soon as the colonel came near, I went back to the breastworks. The flag of truce then retired. As soon as I got back I made it my business to go around inside the breastworks to get a view of the rebel troops. They were there upon stumps and logs, and every place where they could see.

In about twenty minutes, I think it was, they came again with another flag of truce. I met them as before. This time a demand for surrender was handed to Colonel Hawkins. I remained there this time, and saw the communication. I could once give almost the exact language of it. At any rate, it was a demand for unconditional surrender, promising us the rights of prisoners of war if the surrender was made; if not, then we must take the consequences. After consulting with them for a little time Colonel Hawkins was allowed fifteen minutes to go to camp and back again. I remained there about fifteen minutes with the rebel truce bearers. During this time I could observe in every move and remark they made that they were beaten. Perhaps I should have said before, that when Colonel Hawkins was talking about the matter, I gave my opinion in regard to it. This was before the flag of truce came in at all. Colonel Hawkins came down to my corner of the breastworks. I told him that the rebels were beaten on their first programme, at any rate; that it was my opinion that they would either consolidate and make a charge on one side, or else they would leave the field, or else lie there and sharpshoot until they could get re-enforcements. I state this merely to show what our feelings were—that we were satisfied they were whipped, were beaten.

When the colonel came back from his second flag of truce I left them and went inside the breastworks. I was satisfied from appearances that the surrender would be made, and I hid a couple of revolvers and some other things I had; I did not know whether I should ever find them again or not. The troops considered that the surrender was made as soon as they saw a rebel officer coming back with the colonel, and every man tried to hide his stuff. Some broke their guns, and all were denouncing Colonel Hawkins as a coward, in surrendering

them without cause. That is all I know of the matter up to the time of the surrender.

Question. Do you say it was the opinion of all the officers and men, so far as you know, that the surrender was wholly unnecessary?

Answer. Yes, sir; every man I ever heard say anything about it.

Question. To what cause do you attribute the surrender?

Answer. Some said that the colonel was half rebel, anyway; others said that he was a little cowardly, and surrendered to an imaginary foe—to a force that was not there. Those were the reasons that I have heard.

Question. What was your force there?

Answer. About 500 men.

Question. Did you have any colored troops?

Answer. None.

Question. What was the force of the enemy?

Answer. As near as I could judge—and I tried to estimate their number—they had about 800 after the surrender; I think they must have had a thousand at first.

Question. Could you have held that position against them?

Answer. I am satisfied we could have held it all day, unless our ammunition had given out.

Question. Had you any information in regard to any re-enforcements approaching to your relief?

Answer. For the last two hours we had expected to see them at any time.

Question. What reason had you to expect re-enforcements?

Answer. We had a communication that they knew our situation at Columbus, that they knew the rebels were advancing on us, and, of course, I thought they would send us re-enforcements.

Question. From what point did you expect re-enforcements?

Answer. From Columbus. I remarked to the men, as soon as the surrender was made, that I would be ten times more mad if I should hear afterwards that our re-enforcements were right close to us, which I expected was the case.

Question. What occurred after the surrender?

Answer. The men were marched on foot; the officers were allowed to ride their horses. They were marched two days—it was rainy and muddy weather—nearly east, towards Dresden. They had nothing to eat for two days, until eight o'clock the second night, and then we got some corn-bread and meat. The second day they turned from the Dresden road, towards Trenton, through the country, not in the regular road. On the evening of the third day we arrived at Trenton, Tennessee. There all our money, and I think all our watches, were taken—I know some of them were—and the pocket-knives were taken from the men: all done officially, one company at a time.

We laid over the fourth day at Trenton. On the fifth day at noon we marched toward Humboldt, and arrived there in the evening, just before dark. At seven o'clock, or nearly seven o'clock, I left them. My intention was to go to the commander at Memphis and get him to send a force out to make the rebels release our troops. Before I left the rebels, after I had concluded to leave them, I commenced getting up a plot to break the guards, and see if we could not redeem our name a little in that way and get off. It was working finely, but I met the opposition of the officers, because it was the general opinion that if we were caught, one in every ten would be killed. I abandoned that and escaped. I travelled on foot twenty-five hours without stopping, through the brush, dodging the rebels and guerillas. I was then directed by a negro to a farm where there were no whites, and where, he said, I could get a horse. When I got there I found I was so tired and sleepy that I dared not risk myself on a horse, and I secreted myself and rested there until early the next morning; I ot a little refreshment there, too. I then got an old horse, with no saddle, and

rode into Fort Pillow, just forty miles, in a little more than five hours. I reached there a little before noon, on the 30th of March.

The morning after I escaped from the rebels I wrote myself a parole, which screened me from a great many rebels whom I could not avoid. I was chased by two guerillas for some distance at this place, where I stopped over night, and got a horse. I knew two guerillas had been chasing me over ten miles. I told the negroes, as I laid down, that if any strangers came on the place, or any one inquiring for Yankees, to tell them that one had been there and pressed a horse and gone on. They did so; and more than that, they told the guerillas that I had been gone but a few minutes, and if they hurried they would catch me. They dashed on five miles further, and then gave up the chase and turned back. That is the way I avoided them.

After I got to Fort Pillow I got on a boat and went to Memphis, reaching there before daybreak on the morning of the 31st of March, and waked General Hurlbut up just about daybreak, and reported to him.

Question. Did you have much conversation with these rebels, or hear them express opinions of any kind, while you were with them?

Answer. I was talking almost continually with them. Somehow or other I got a little noted in the command, and a great many came to me to discuss matters about the war. They seemed to be confident that they were all right, and would succeed. I did not hear the command I was with say they intended to attack Fort Pillow; but while I was on my way from there to Fort Pillow, the report was current along the road that the rebels were going to attack it. But I reported to Major Booth, when I got to Fort Pillow, that I did not think there was any danger of an attack, because I thought I should have seen or heard something more to indicate it. I told him, however, that I thought it would be well to be on the lookout, though I did not think they would attack him. I heard the rebels say repeatedly that they intended to kill negro troops wherever they could find them; that they had heard that there were negro troops at Union City, and that they had intended to kill them if they had found any there. They also said they had understood there were negro troops at Paducah and Mayfield, and that they intended to kill them if they got them. And they said that they did not consider officers who commanded negro troops to be any better than the negroes themselves.

Question. With whom did you have this conversation?

Answer. With officers. I did not have any extensive conversation with any officer higher than captain. I talked with three or four captains, and perhaps twice that number of lieutenants.

Question. Did you see Colonel Hawkins, or have any conversation with him, after the surrender?

Answer. I did not. I felt so disgusted with him that I never spoke a word to him after the surrender.

Captain John W. Beattie, sworn and examined.

By Mr. Gooch:

Question. To what regiment do you belong?

Answer. I am a captain in the 7th Tennessee cavalry.

Question. Were you at Union City when it was surrendered?

Answer. Yes, sir.

Question. What was our force there?

Answer. Something near five hundred, altogether. There were some there that did not belong to our regiment.

Question. What was the force that attacked you?

Answer. From 1,500 to 1,800, as near as we could learn from the rebel officers while we were with them.

Question. What rebel officers were in command there?

Answer. The surrender was made to Colonel Duckworth; but I am not certain whether it was Duckworth or Faulkner who had the command.

Question. Will you state briefly the circumstances attending the attack and surrender of Union City?

Answer. Our pickets were driven in about 4 o'clock in the morning. We sent some men out to see what force it was. As soon as it was light enough to see we found the rebels were all around our camp. Skirmishing commenced all around. Those of our men who were out, and could get in, came in; but some of the pickets did not get in at all. My company were almost all out on picket. The enemy, mounted men, made a charge on our camp; they came up on all sides, but we drove them back. They then dismounted and made three other charges, and we drove them back each time. I did not see but one of our men killed; and I did not see any that were wounded at all. One of my sergeants was killed. About 9 o'clock, I should think, the enemy got behind logs and stumps, and all such places, and commenced sharpshooting. If a man raised his head up, there would be a shot fired at him. We put out the best of our men as sharpshooters. A great many of our men lay down inside of our works and went to sleep, as they felt altogether easy about the matter. I think it was about half past ten o'clock when the bugle was sounded to cease firing; and fifteen minutes before eleven they sent in a flag of truce demanding an unconditional surrender. Colonel Hawkins called the officers together and asked them what they thought best to be done. All were in favor of fighting. When he asked me about it I told him that if they had artillery they could whip us; but if they had no artillery we could fight them till hell froze over; those were my very words. Then the telegraph operator said that he had seen two pieces of artillery. He had my glass, and had been up in a little log shanty, where he could see all over the ground. Colonel Hawkins said if they had artillery, and we renewed the fight, like enough they would kill every man of us they got. So we agreed then he should make the surrender on condition that we should be paroled there, without being taken away from the place, and each one allowed to keep his private property, and the officers allowed to keep their fire-arms. He went out to make the surrender on those conditions; and if they did not accept them, then we were to fight them as long as a man was left. He went out, and the next thing I knew there was an order came there for us to march our men out and lay down their arms. We marched them out in front of his headquarters and laid down our arms. The rebels then piled into our camp and cleaned out everything; what they could not carry off they burned. We were then marched off. The colonel had not then told us on what conditions the surrender was made; he only said he supposed we would be paroled.

Question. The enemy had used no artillery?

Answer. No, sir.

Question. Did you find out subsequently whether or not they had any artillery?

Answer. They had two pieces of artillery, but they did not have them at Union City.

Question. Where was it?

Answer. On the way from Dresden to Paducah. They told me it was in supporting distance; that they could have had it at Union City in a short time; but I heard so many stories I did not know what to believe.

Question. Did you suppose at the time you made the surrender that re-enforcements were approaching you?

Answer. The colonel could not tell us whether any re-enforcements were coming or not.

Question. How far was Union City from Columbus?

Answer. I think it was twenty-six miles; but I am not certain.

Question. You supposed re-enforcements would come from there, if at all?

Answer. From Cairo.

Question. How far were you from Cairo?

Answer. It is about forty-six miles from here to Union City. You would have to go from here to Columbus, and from Columbus out to Union City.

Question. How long did you remain with the enemy?

Answer. From Thursday until Monday night.

Question. How did you effect your escape?

Answer. We were not guarded very closely. When I was ready to leave I went into the kitchen, just after supper, and asked for some bread and meat for a man who was sick. The cook gave it to me, and I then went out the door and called Captain Parsons, and asked him if he did not want to go down and see the boys; that I had got a piece of meat to take down. He said yes; but instead of going down to see the boys we turned off into the woods.

Question. At what point did you come into our lines?

Answer. We came in at Waverly landing.

By the chairman:

Question. Have you heard since that re-enforcements under General Brayman were approaching to your relief?

Answer. Yes, sir.

Question. Did you hear how near they had got to you?

Answer. Within six miles of the place at four o'clock that morning.

By Mr. Gooch:

Question. Had you any conversation with the rebel officers while you were with them?

Answer. Yes, sir.

Question. Did you hear them say anything about negro troops, &c.?

Answer. Not much. I was talking with them about our regiment. They said when they first started to come there that they were going to get us, and seemed to be surprised to think we had fought them as well as we did, for they said they expected to get us without any trouble.

Question. Did they say why they expected to get you without any trouble?

Answer. No, sir. They said they would parole Hawkins again, and let him get some more horses, and knives, and things, and then they would come when they wanted him again.

Question. How did they treat our men?

Answer. They gave them nothing to eat until the second night, when they gave them about an ounce of fat bacon each. Some got a little bread, but a a few of them, however. On Sunday morning they marched the men up in front of the court-house, passed them in one at a time and searched them, taking boots, hats, coats, blankets, and money from them.

Question. Did they leave you without boots, coats, or blankets?

Answer. There were a great many of our men who had new boots, and the rebels would take the new boots and give them their old ones, and so they exchanged hats and blankets.

Question. How many days were you in reaching our lines after you escaped from the rebels?

Answer. I reached Waverly landing on Thursday, the 7th of April, and Cairo in two weeks from the time that I got away from them.

Captain P. K. Parsons, sworn and examined.

By Mr. Gooch:

Question. Were you at Union City when that place was surrendered?

Answer. Yes, sir.

Question. State briefly the circumstances attending the attack there and the surrender.

Answer. I think it was a few minutes after 4 o'clock in the morning that our pickets were driven in by the enemy. I was then sent out to look after them, and commenced skirmishing with them just at daylight. Before sun-up they had surrounded the fort. They then made three or four charges, two on horseback, I believe, but they were repulsed very easily. They then did not do anything but use their sharpshooters until about ten minutes before 11 o'clock, when they sent in a flag of truce demanding an unconditional surrender. The colonel went out and received the demand and brought it in. He then called the officers together and asked what we thought of the matter. He turned to Captain Harris, as the oldest officer, and asked him what we should do. The captain said he was for fighting, and I believe other officers there said "fight." The colonel then asked me to ride out with him, and I did so. On our way out I told the colonel that I thought we had the rebels whipped unless they had re-enforcements, which I did not think they had. They gave us fifteen minutes more to consider. Then some officers said they thought they saw artillery out there. Captain Beattie said if they had artillery they could whip us, but not without. The colonel then went out and made an unconditional surrender of the fort, about sixteen officers and about 500 men. I guess there were 300 men and officers out of the 500 who wanted to fight.

Question. Did you see any artillery?

Answer. No, sir.

Question. They had none there?

Answer. No, sir; I rode out as far as I dared go to see, and I did not see anything with the glass I had but an ambulance; there was no artillery there at all.

Question. To what do you attribute the surrender by Colonel Hawkins?

Answer. It is hard for me to make up my mind about that. Colonel Hawkins was a first lieutenant of a company in the Mexican war and I fought under him there, and I have fought under him in this war, and I never saw any cowardice about him before. I think this was one of the most cowardly surrenders there ever was. Still, I cannot think Colonel Hawkins is a coward; at least I never saw any show of cowardice in him before. I could see no reason for surrendering when we had but one man killed or hurt in the fort.

Question. You escaped from the enemy?

Answer. Yes, sir.

Question. How did you effect your escape?

Answer. I escaped with Captain Beattie.

Question. How long were you with the enemy?

Answer. Four days and a half.

Question. Who did you understand was in command of the rebels?

Answer. Colonel Duckworth.

Question. How many men did he have?

Answer. From the best information I could get there were about 1,500 of them. Several of their officers said they had 1,250 men, regular troops, and four independent companies. That was their statement to me.

Question. Had you a good position at Union City?

Answer. It was a very good position against small arms; it was not strong against artillery.

Question. Did you know anything about re-enforcements coming to you?

Answer. We were looking for re-enforcements. We had a despatch to hold the place, that re-enforcements would be sent.

Question. From whom was that despatch?

Answer. From General Brayman.

Question. Did Colonel Hawkins receive that despatch before he surrendered?

Answer. Yes, sir; the day before the fight, before the wire was cut. He was getting a despatch when the wire was cut; we did not know what that despatch was. But the one he got before was an order to hold the place, that re-enforcements would be sent to him. We were looking for them to come that morning or that night. I heard some rebel officers and men say they had come 450 miles for our regiment, and that they had known they would get it. I asked them how they knew they would get it, but they would not tell me. A rebel cursed Colonel Hawkins; said he was a God damned coward, but he had good men.

Question. Were our men in good spirits before the surrender?

Answer. They were just as cool and quiet as you ever saw men; not a bit excited, but talking and laughing.

Mrs. Rosa Johnson, sworn and examined.

By Mr. Gooch:

Question. Where have you been living?

Answer. I have a home at Hickman, Kentucky, but have been at Fort Pillow.

Question. Did you live there?

Answer. No, sir; my son was there, and I went down to stay with him.

Question. Where were you during the fight?

Answer. I was on a big island, where the gunboat men took us. I staid there a part of two days and one night.

Question. Did you go back to Fort Pillow after the fight?

Answer. Yes, sir; the gunboat took us over there.

Question. When did you go back there?

Answer. The battle was on Tuesday, and I went back Wednesday evening.

Question. Had our wounded men been taken away when you went back?

Answer. Yes, sir, I believe so.

Question. How long did you stay there?

Answer. I went about 2 o'clock in the evening, and staid till night.

Question. Did you go about the fort after you went back?

Answer. Yes, sir; I went up in it, expecting to find my son lying there, and I went around, where I saw some half buried, some with feet out, or hands out, or heads out; but I could not find him. I was so distressed that I could not tell much about it.

Question. Did you see anybody nailed to any boards there?

Answer. We saw a man lying there, burned they said; but I did not go close to him. I was looking all around the fort for my child, and did not pay attention to anything else.

Question. You came away that night?

Answer. I think we did.

Question. Is that all you know about it?

Answer. That is about all I know about it. There was a pile of dirt there, and there was a crack in it, which looked like a wounded man had been buried there, and had tried to get out, and had jammed the dirt, for they buried the wounded and the dead altogether there. There were others knew about that.

Mrs. Rebecca Williams, sworn and examined.

By Mr. Gooch:

Question. Where do you reside?

Answer. In Obion county, Tennessee.

Question. Was your husband in that fight at Fort Pillow?

Answer. Yes, sir.

Question. Were you there during the fight?

Answer. I was over on the island with Mrs. Johnson.

Question. Did you go back to Fort Pillow after the battle?

Answer. Yes, sir.

Question. What did you see there?

Answer. I did not see anything more than what Mrs. Johnson saw. I saw a burned man. He was lying right where a house was burned. He was a white man, but as I was alone by myself, I felt frightened, and did not look at it. I saw many buried there, some half buried, and negroes lying around there unburied. I heard that there was a man nailed up to a building and burned, but I did not see it.

Question. What time of day was it that you were there?

Answer. About 2 o'clock, the day after the fight. I saw that the man who was burned was a white man. Mrs. Ruffin was there and examined it, and can tell you all about it.

Captain James H. Odlin, sworn and examined.

By the chairman:

Question. What is your rank and position in the service?

Answer. I am a captain, and assistant adjutant general and chief of staff for General Brayman, for the district of Cairo, where I have been stationed since the 23d of January, 1864.

Question. Do you know anything about the capture of Fort Pillow?

Answer. Only from hearsay.

Question. You are acquainted somewhat with the circumstances attending the surrender of Union City?

Answer. Yes, sir.

Question. Will you tell us about that?

Answer. About 4 o'clock on the evening of the 23d of March we received a telegram that it was likely Union City would be attacked within two days. Shortly afterwards we received a telegram from Colonel Hawkins that he would be attacked within 24 hours. He said his men had not seen the enemy, but that his information was reliable. General Brayman instructed me to proceed by special boat to Columbus, and from thence, by special train, to Union City, to inquire into the matter, find out the truth of the case, and let him know; also, to find out whether re-enforcements were necessary. I left Cairo about 5 p. m. on the 23d, arrived at Columbus about half past seven o'clock, and immediately proceeded to the telegraph office and telegraphed to Colonel Hawkins, asking him if he had any further information. He answered that he had none. I then asked him if his information and his despatches could be relied upon, and whether he had seen the enemy. He answered that none of his men had seen the enemy; that he had not seen any one who had seen the enemy, but that his information was entirely reliable, and that he would be attacked, there was no doubt of it.

I then proceeded, by special train, to Union City, and had a consultation with Colonel Hawkins. He told me that the ferries on the Obion had been destroyed, and that scouts whom he had expected in the day before had not returned; that he supposed that they were captured, or that it was impossible for them to get across the Obion. He said that his men had not seen the enemy; that he could not get any of them across the Obion in consequence of the rebel forces having destroyed the private ferries, and guarding the other places.

About half past 3 o'clock on the morning of the 24th a messenger came in and stated that the pickets at the bridge on the Dresden and Hickman road had been attacked and driven in, and that they were probably cut off, which afterwards proved to be the fact. The messenger also reported that, when shots were exchanged, he thought the rebels had brought artillery to the front, but

he could not be certain of that; that it sounded on the bridge like artillery. I immediately directed Colonel Hawkins to have his men saddle their horses ready for a fight. I instructed him, if he saw fit, and thought he could not hold the place, to abandon it and fall back on Columbus. He asked me how soon I would re-enforce him if he remained there. I told him I would re-enforce him just as quick as I could get the troops up there. He said he thought he could hold the place with his regiment if he had some artillery; but that he could not contend against artillery without he had some himself. I told him I did not want him to retreat without having seen the enemy; that he must have a skirmish with them, and feel their strength, before falling back to Columbus; that I did not want the command disgraced by retreating without seeing the enemy, which it would be if the reports should prove false, or he found that he had fallen back before a small number of men.

I then told Colonel Hawkins I must leave, for my orders were not to endanger the train, but to save it. The train consisted of nine cars and a locomotive, and was loaded with stores from Union City belonging to the government and to the railroad company, and 150 contrabands, (railroad hands.) The last words I said to Colonel Hawkins were, that if he found he could not whip the enemy, he should immediately retreat to Columbus. He said that, if he did not fall back, he would hold the place until re-enforcements reached him. I told him I would immediately push forward re-enforcements; that the garrison at Columbus consisted of only 1,100 men in all, and that 900 and odd of them were negroes, who had never been in a fight, and that re-enforcements would have to come from Cairo. I wrote a telegraphic despatch at the time to General Brayman, giving all the facts. But while it was being sent, the wires were cut, and we did not get the half of it through.

I then started to return to Columbus with the train, with the distinct understanding with Colonel Hawkins that he should either hold Union City until re-enforcements should arrive, or fall back to Columbus. The State line bridge was burning as I crossed it with the train, the evident intention of the rebels being to capture the train. I succeeded, however, in getting it through to Columbus safe.

Colonel Lawrence, commanding at Columbus, had telegraphed General Brayman that communications with Union City were cut off; that I was on the opposite side of the bridge, and that Colonel Hawkins was probably attacked. General Brayman immediately forwarded re-enforcements to Columbus, taking 2,000 men belonging to General Veatch's command, then on their way up the Tennessee river. He had received telegraphic orders from General Sherman not to take any of those troops out of their proper course, but forward them as soon as possible up the Tennessee. As transports were not ready for them, and as General Brayman could go to Union City and back again before transportation would be ready, he concluded to use some of the troops for the purpose of re-enforcing Union City. The movement was made with as little delay as possible. He arrived at Columbus about ten or half past ten o'clock on the morning of the 24th, and immediately proceeded on a railroad train towards Union City. Upon arriving within about seven miles of Union City, we were informed, by citizens and some scouts, that Colonel Hawkins had surrendered at 11 o'clock of that day; that the rebels had destroyed all the works and the government property, and had retreated. General Brayman being fully convinced that Union City had been surrendered, everything there destroyed, and that the enemy had fled, returned to Columbus, and from thence to Cairo, with the troops ready to be forwarded up the Tennessee in obedience to the orders of General Sherman.

Question. Will you now state what you know in relation to the attack on Paducah?

Answer. About 8 o'clock on the night of the 25th of March we received a

telegraphic despatch from the operator at Metropolis, stating that a big light was seen in the direction of Paducah; that it looked as if the town or some boats were burning. The despatch also stated that the telegraph repairer had come in and reported that he had been within two miles of Paducah, and had heard firing there. We had received, previous to this, no intimation from Colonel Hicks, commanding at Paducah, that the place was in danger of an attack. In obedience to instructions from General Brayman, I immediately got on a despatch boat, furnished by Captain Pennock, of the navy, and with Captain Shirk, of the navy, proceeded to Paducah. We found, on our arrival there, that General Forrest, with his command of about 6,500 men, had attacked Paducah in the afternoon, about 3 o'clock, the troops under Colonel Hicks having only about fifteen minutes notice of their coming. Colonel Hicks's scouts had returned from the road over which the rebels had come in, and reported that they had heard nothing of the enemy. They were just about sending out new scouts when the rebels dashed into the town, driving our pickets in, and driving our troops into the fort. As the rear of the battalion of the 16th Kentucky cavalry were marching into the fort they were fired upon by the rebels.

After fighting a short time, the rebels sent in a demand, under flag of truce, for the unconditional surrender of all the forces under Colonel Hicks's command, and all the government property, stating that, if he should comply with the demand, his troops should be treated as prisoners of war; if not, then an overwhelming force would be thrown against him, and no quarter would be shown him. Colonel Hicks replied by stating that he had been placed there by his government to hold and defend the place and the public stores there, and that he should obey the command of his superior officer, and do so; that he was prepared for the enemy, and should not surrender.

Forrest then again attacked the fort, making three different charges. Our troops, both black and white, behaved in the most gallant and meritorious manner, fighting most bravely. After fighting until half past seven or eight o'clock in the evening our ammunition began to run short, so much so that men and officers began to count their cartridges. Colonel Hicks had only 3,000 rounds of small ammunition left when Forrest made the second demand for a surrender. But Colonel Hicks, as before, positively refused to comply with the demand. Firing then ceased until daylight the next morning.

During this cessation of firing I succeeded in getting into the fort with reenforcements and a small supply of ammunition from the gunboats. The supply of ammunition from Cairo did not arrive until the evening. As it was impossible to get any despatches through from Colonel Hicks, the line being cut, we knew nothing when I left Cairo of his being short of ammunition. The understanding we had with Colonel Hicks, before any attack was made, was that we had a large supply of ammunition on hand; that there were about 33,000 cartridges, calibre 58, on hand—that being the calibre used by the troops there—and a large supply of artillery ammunition in the fort.

The next morning, about six o'clock, the enemy again advanced in line of battle towards the fort. There was some firing on both sides, but it did not amount to much. Some of the rebel troops, while their main body was firing at the fort, were engaged in pillaging the town, stealing property from private citizens, horses, and government stores, burning houses, and committing all sorts of depredations.

While the flag of truce was at the fort the first, second, and third times, the rebel troops were taking new positions in line of battle, although they had made a distinct agreement and understanding with Colonel Hicks that while the flag of truce was in there should be no movements of troops on either side; that everything should remain as it was.

While the fight was going on, women, children, and other non-combatants

came running down to the river towards the gunboats. The officers in the fort and on the gunboats called to them to run down to the river bank to the left of our fort. They did so, and under cover of the gunboats they got on a wharf boat or a little ferry-boat and were ferried across the river as fast as possible. While they were doing this the rebel sharpshooters got in among them, so that we could not fire upon them without killing the women and children, and fired on our troops in the fort and on the gunboats, wounding one officer on a gunboat and two men. They also made women stand up in front of their sharpshooters, where it was impossible for us to return the fire without killing the women. They also fired into houses where there were women, and where there were none of our soldiers. They also went into a hospital, took the surgeon of the hospital prisoner, and took a lady that was there and carried her off and took her clothing from her, leaving her nothing but an old dress to cover herself with. This woman, as well as Dr. Hart, the surgeon of the hospital, were taken away by them as prisoners. All the prisoners taken there by Forrest, with the exception of three or four men, were sick men from the hospital, unable to move or walk from the hospital to the fort without injury to their health. All the men who were able to walk were brought from the hospital to the fort. They took the rest of the men from the hospital, and under the third flag of truce offered to exchange them. This Colonel Hicks and myself refused, because we thought it treachery on their part. We also refused for the reason that we did not think they had a right to take as prisoners of war men in the hospital who were unable to walk without danger to their lives. Yet the rebels took those men and marched them ten miles, and then camped them down in a swampy piece of ground at night, with their clothes nearly all taken from them. Some of them were left bareheaded and barefooted, with nothing on but their pants and shirts, compelled to stay in that swampy ravine all night long, with nothing to eat, and not permitted to have fires. The next morning they were marched off again. I have certain knowledge that for two days and one night those sick men were compelled to march with the rebel troops without anything to eat, with hardly any clothing, and a number of them without any boots or shoes.

Question. Do you know that the rebels placed women and other non-combatants in front of their lines as they advanced towards the fort?

Answer. They had women and children between us and their lines, and they stood behind them, the women and children forming a sort of breastwork for the rebels, as we were unable to return their fire for fear of killing the women and children. Colonel Hicks reported to me that they took several women and compelled them to stand in front of their lines during the fight; that there were women and children between our fire and theirs; that as the women moved the rebels moved along with them, keeping behind them.

Question. Have you any idea of the number of women and children they had thus placed in front of them?

Answer. It varied at different times. Colonel Hicks informed me that at one time the rebels held six women in front of them, refused to let them escape, but compelled them to stand there under the hottest of the fire.

Question. Were those women so placed that we could not fire upon the enemy with advantage without endangering the lives of the women?

Answer. We could not fire upon them at that particular point without endangering the lives of the women and children.

Question. Do you know whether the flag of truce was violated by the rebels at any time?

Answer. Yes, sir, it was. While the flag of truce was in they moved their troops into new positions; they marched their troops around to the back of the fort, and brought them up through the timber, dashed up towards the fort at full speed, then turned off towards the right of the fort, taking up their position

between the fort and the town. During the first flag of truce they marched the majority of their forces, if not the whole of them, down into an open common between the fort, the river, and the town, along the river bank, then obliqued off to the left, and took position in line of battle off to the right of the fort as you faced the town; and at one time, while their troops were taking position between the town and the fort during a flag of truce, they had women placed in front of their lines.

Question. While they were making the movement?

Answer. Yes, sir. The rebel General Thompson with his forces took position on the right of the fort between the hospital and the fort while the flag of truce was at the fort. The fact of the rebel movements was reported to Colonel Hicks, and he requested of the flag of truce that they should be stopped, as they had violated their word, it being distinctly understood that there should be no movements during that time, and the officer sent an orderly to stop it, but it was not done; the troops continued to move. After they had placed their troops in position the flag of truce left the fort. As the flag of truce passed from the fort down through the town, the rebel troops escorting the flag shot down in the streets some citizens and some men straggling from the hospital. A charge was then immediately made on the fort, at which time the rebel General Thompson was killed. The rebels also, while the flag of truce was at the fort, pillaged the town, and robbed citizens on the streets who were on their way down to the river for the purpose of going across. They pillaged the town right in view of our gunboats; and as soon as the flag of truce left the fort our gunboats opened upon the rebels, and drove them out of that part of the town.

The morning after I arrived there, when the rebel forces advanced on the fort, they sent in a flag of truce asking for an exchange of prisoners, which was refused. It was a written communication from General Forrest, asking, if his request was granted, that Colonel Hicks, with one or two staff officers, would meet him at a point designated, when they would agree between themselves upon the exchange. Colonel Hicks replied that he had no authority to exchange prisoners; otherwise he would be happy to do so. When this written reply was handed to the rebel officer in charge of the flag of truce, he asked three or four questions for the purpose of gaining time. Colonel Hicks and I both noticed this, and sent him off as soon as possible. While this flag of truce was at the fort the rebels were taking position. They afterwards fell back into the timber.

The main body of the rebels, Forrest with them, retreated on the Mayfield road, while about 300 of his men remained in the town making movements and feints on the fort, to prevent our sending out and ascertaining his movements. Forrest, by that time, had found out that we had been re-enforced with troops, and that more boats were arriving; also, that the navy had re-enforced us with two or three more gunboats.

In the afternoon, about 5 o'clock, by Colonel Hicks's consent and direction, I sent word to the gunboats to move up opposite the town and shell it at the head of Jersey street, our troops having seen squads of rebels in that part of the city. This the gunboats did. After that the town was quiet, the rebels who had remained there having been driven out by the shells.

Question. Do you know what was our loss and the loss of the enemy there?

Answer. Our loss altogether was 14 killed—of which 11 were negroes—and 46 wounded; I do not know how many of them were negroes. The rebels lost about 300 killed, and from 1,000 to 1,200 wounded. That is what the citizens reported Forrest said, and we believed it to be correct from the number of graves we found, and from other circumstances. Forrest seized the Mayfield and Paducah train and carried all his wounded off to Mayfield, except a few who lay near the fort.

Our black troops were very much exposed. The fort was in bad condition,

and the negro troops, with the heavy artillery, were compelled to stand up on the platforms to man the guns, their only protection there being a little bank or ridge of earth about knee high. Our loss in killed resulted from this exposure. The rebel troops got up on the tops of houses, and also in the hospital, and fired down into the fort upon our gunners. But the troops fought bravely, without flinching; as soon as a man fell at the guns, one of his comrades would drag him out of the way and take his place. The black troops, having muskets as well as serving the artillery, would load and fire their muskets while the artillery was being fired. The white troops were better covered and had more protection; but they fought as well as any men could be expected to fight.

Question. Will you state to us what you know about the operations of the rebels against Columbus?

Answer. The first news we received of any operations against Columbus was about 12 o'clock in the day—I do not remember the exact day, but it was just before the attack on Fort Pillow. I received a written communication by despatch boat from Colonel Lawrence, commanding the post at Columbus, stating that he had received a communication from General Buford demanding an unconditional surrender of the forces under his command, with all government property, with the assurance that the white troops would be treated as prisoners of war, while the black troops, I think, would either be returned to their masters, or made such disposition of as the rebels should see fit. To this Colonel Lawrence replied that he had been placed there by his government to defend the place and the government property and stores there, and that he should obey the orders of his superiors; surrender, therefore, was out of the question.

The rebel general then offered to give Colonel Lawrence half an hour to remove the women and children out of the town. Colonel Lawrence replied that he should immediately notify the women and children to leave on a boat; that if he (the rebel general) attempted to attack the place, the lives of the women and children would rest on his head, but if he waited half an hour he would have them all out; that he (Colonel Lawrence) would not ask them to wait, for he felt amply prepared to receive their attack.

The flag of truce then returned. On their way out, or while the flag of truce was at the fort, the rebel cavalry occupied themselves in stealing horses that had been brought in by Union citizens, and stabled near our picket lines for protection. The rebels stole something like twenty-five or thirty horses belonging to Union men while this flag of truce was in. That was the last Colonel Lawrence heard of the enemy that day. Colonel Lawrence then gave notice that he should receive no more flags of truce from Forrest; that as Forrest did not respect them, he should not himself respect them. That was all that occurred at Columbus.

Question. You have said that you went up to Paducah on a gunboat with Captain Shirk, of the navy: did he co-operate cordially with the land forces in repelling the attack upon Paducah?

Answer. He did. Captain Shirk and all his officers did everything in their power to aid us. He was very accommodating, even furnishing us with ammunition, although he himself was getting short of it. He had but a very small amount, yet he divided with us, giving us a share of what he had. He also sent by boat to Metropolis all the despatches that were sent by Colonel Hicks and myself to General Brayman, and he sent a despatch boat to Cairo. To make sure that the information should get through, and to have supplies forwarded to us, the gunboats did everything in their power, and rendered great assistance in defending the place.

Question. Has Captain Pennock, of the navy, co-operated cordially with the military authorities in their operations in this vicinity, where it has been possible for the navy to co-operate?

Answer. Yes, sir; Captain Pennock has always been on hand, always had boats ready; has made such dispositions of his boats that he could at any moment throw from one to three boats, and at one time as many as five boats, on any one point in the district, whenever asked to do so. At the time of the attack upon Paducah he was very prompt in furnishing us with a despatch boat and supplying us with ammunition. I believe he has done everything in his power to assist us in carrying out all our movements and operations. At the same time Captain Pennock has labored under the difficulty of being compelled to send some of his boats up the Tennessee river with despatches for General Veatch. I mention that to show that he has had to send some of his boats away. Yet he has always been ready to assist us at any time, night or day. The best feeling has always existed, and still exists, between the naval officers and the military authorities at this post, and at all the posts in the district; and they co-operate cordially in carrying out all orders and measures that are deemed for the good of the service.

John Penwell, sworn and examined.

By the chairman:

Question. Where do you reside?

Answer. Detroit, Michigan.

Question. Do you belong to the army?

Answer. I do not.

Question. Were you at Fort Pillow when it was attacked?

Answer. Yes, sir; this last time.

Question. In what capacity were you there?

Answer. As a volunteer for the occasion.

Question. Will you tell us, in your own way, what you saw there?

Answer. Nothing occurred of much account—only the fighting part of it—until after they sent the last flag of truce there. They kept on fighting, but the fort was not surrendered. While the flag of truce was outside the fort, and they were conferring together, I noticed and spoke about seeing men going around behind the fort. They who were out with the flag of truce came back and said they were not going to surrender, and commenced fighting again. I had just fired my musket off, and heard a shot behind me. I saw the rebels come running right up to us. I was just feeling for a cartridge. They were as close as from here to the window, (about 10 feet.) I threw my musket down. A fellow who was ahead asked "if I surrendered." I said, "Yes." He said, "Die, then, you damned Yankee son of a bitch," and shot me, and I fell. More passed by me, and commenced hallooing "Shoot him down," and three or four stopped where I was and jumped on me and stripped me, taking my boots and coat and hat, and $45 or $50 in greenbacks.

Question. Where did they shoot you?

Answer. In the breast, and the ball passed right through.

Question. Did you see other men shot after they had surrendered?

Answer. I did not see any after I laid down, but I heard the hallooing around me, and begging them "Not to shoot," and then I heard them say "Shoot them down, shoot them down!" In fact, when they stripped me, one of them said "He ain't dead," and they jerked me up and took off my coat. It hurt me pretty bad, and I cried out to them "Kill me, out and out." One of them said "Hit him a crack on the head," but another said "Let the poor fellow be, and get well, if he can. He has nothing more left now." I fainted then. After I revived I crawled into a tent near where I was. A captain of artillery was in there very badly wounded. Some one had thrown an overcoat over us after I got in there. In the night they roused us up, and wanted to know "If we wanted to be burned up." I said "No." They said "They were going to fire the tent, and we had better get out," and wanted to know if we could walk. I said "I could not." They helped me out and made me walk some, but

carried the officer out. They took us to a house and left us there. They would not give us any water, but told us to get it for ourselves. There were other wounded men there. Some petty officer came in there and looked at us, and wanted to know how badly we were hurt. I said, "Pretty bad," and asked him for water, and he made some of the men fetch us some. We lay there until the gunboat came up and commenced shelling, when they made us get out of that—help ourselves out the best way we could. Three of our own men were helping the wounded out of the houses, when they commenced burning them. As soon as they saw I could walk a little, they started me up to headquarters with a party. When we got to the gully the gunboat threw a shell, which kind of flurried them, and we got out of sight of them. I got alongside of a log, and laid there until a party from the boat came along picking up the wounded.

Question. Did they have a hospital there that the wounded were put in?

Answer. There were four or five huts there together which they put them in. That was all the hospital I saw.

Question. Do you know whether they burned anybody in there?

Answer. I do not know, but they hallooed to us to "Get out, if we did not want to get burned to death." I told an officer there, who was ordering the houses to be burned, to let some of the men go in there, as there were some eight or nine wounded men in there, and a negro who had his hip broken. He said "The white men can help themselves out, the damned nigger shan't come out of that." I do not know whether they got the wounded out or not. I got out, because I could manage to walk a little. It was very painful for me to walk, but I could bear the pain better than run the risk of being burned up.

Question. Do you know anything about rebel officers being on the boat, and our officers asking them to drink?

Answer. Yes, sir. There were several rebel officers on board the Platte Valley. I went on board the boat, and took my seat right in front of the saloon. I knew the bar-tender, and wanted to get a chance to get some wine, as I was very weak. I was just going to step up to the bar, when one of our officers, a lieutenant or a captain, I don't know which, stepped in front of me and almost shoved me away, and called up one of the rebel officers and took a drink with him; and I saw our officers drinking with the rebel officers several times.

COLUMBUS, KENTUCKY, *April* 24, 1864.

Colonel Wm. H. Lawrence, sworn and examined.

By the chairman:

Question. What is your rank and position in the army?

Answer. I am colonel of the 34th New Jersey volunteers.

Question. Where are you stationed now, and how long have you been there stationed?

Answer. I am stationed at Columbus, and have been there since the end of January last.

Question. What do you know with regard to the attack and capture of Fort Pillow?

Answer. All I know about that is, that General Shipley arrived here on the 13th of April. He took me one side, and told me that as he passed Fort Pillow he was hailed from a gunboat, and told that there had been severe fighting there; that he saw a flag of truce at Fort Pillow, and that, after passing the fort a little distance, he saw the American flag hauled down, or the halliards shot away, he did not know which; and he afterward saw a flag, which was not raised higher than a regimental flag, and that he believed Fort Pillow had surrendered. He then offered me two batteries of light artillery, which he said were fully manned and equipped. He repeated this same conversation to General Brayman, as I understand, after arriving at Cairo.

Question. Did he give any reason why he did not undertake to assist the garrison at Fort Pillow?

Answer. No, sir.

Question. From his conversation, did you gather that he was in a condition to render assistance?

Answer. [After a pause.] It struck me as the most remarkable thing in the world that he had not found out positively; had not landed his batteries, and gone to the assistance of Fort Pillow.

Question. Under what circumstances did you understand he was there?

Answer. The steamer on which he was passed by there. I am under the impression that he had also two or three hundred infantry on the steamer.

Dr. Chapman Underwood, sworn and examined.

By Mr. Gooch:

Question. Where do you reside?

Answer. I reside in Tennessee.

Question. Were you at Fort Pillow, or on board a gunboat, during the attack there?

Answer. Yes, sir; I was there.

Question. What was your position?

Answer. I was sent from there, about ten days before that, on detached service, looking after convalescents, and returned on the Saturday evening before the fight on Tuesday morning. I was acting assistant surgeon. The regiment was not full enough to have a surgeon with the regular rank.

Question. Will you state what came within your own observation in connexion with the attack and capture?

Answer. I roomed with Lieutenant Logan, first lieutenant of company C, 13th Tennessee cavalry. About sun-up, I got up as usual. About the time I got up and washed, the pickets ran in and said Forrest was coming to attack the fort. I started up to the fort. Lieutenant Logan knew the feeling the rebels had towards me, and told me to go on the gunboat.

Question. What do you mean by that?

Answer. Well, they had been hunting me—had shot at me frequently. Faulkner's regiment, and a part of another, was raised in the country where I knew all of them. I was a notorious character with them, and always had to leave whenever they came around. The lieutenant advised me to go on board the gunboat for safety, and I did so. The attack came on then, and we fired from the gunboat, I think, some 260 or 270 rounds, and the sharpshooters on the boat were firing, I among the rest. We fought on, I think, until about one or half past one. The rebels had not made much progress by that time. They then came in with a flag of truce, and firing ceased from the fort and gunboat, and all around. They had a conference, I think, of about three-quarters of an hour. They returned with the flag of truce; but in a very short time came back again with it to the fort, and had another interview. During the time the flag of truce was in there, there was no firing done from either side, but we could see from the gunboat up the creek that the rebels were moving up towards the fort. The boat lay about 200 yards from the shore, right opposite the quartermaster's department. By the time the first flag of truce got to the fort, they commenced stealing the quartermaster's stores, and began packing them off up the hill. For an hour and a half, I reckon, there seemed to be above one or two hundred men engaged in it.

Question. This was before the capture of the fort?

Answer. Yes, sir; while under the protection of the flag of truce. When the last flag of truce started back from the fort, in three minutes, or less, the firing opened again, and then they just rushed in all around, from every direction, like a swarm of bees, and overwhelmed everything. The men—white and

black—all rushed out of the fort together, threw down their arms, and ran down the hill; but they shot them down like beeves, in every direction. I think I saw about 200 run down next to the water, and some of them into the water, and they shot them until I did not see a man standing.

Question. How many do you think were shot after the capture of the fort, and after they threw down their arms?

Answer. Well, I think, from all the information I could gather, there were about 400 men killed after the capture, or 450. I think there were about 500 and odd men killed there. A very great majority of them were killed after the surrender. I do not suppose there were more than 20 men killed before the fort was captured and the men threw down their arms and begged for quarter.

Question. Was there any resistance on the part of our soldiers after the capture of the fort?

Answer. None in the world. They had no chance to make any resistance.

Question. And they did not attempt to make any?

Answer. None that I could discover. There were about 500 black soldiers in all there, and about 200 whites able for duty. There were a great many of them sick and in the hospital.

Question. What happened after that?

Answer. They then got our cannon in the fort, and turned them on us, and we had to steam off up the river a little, knowing that they had got a couple of 10 or 12-pounder Parrott guns. They threw three shells towards us. We steamed off up the river, anchored, and lay there all night. We returned the next morning. We got down near there, and discovered plenty of rebels on the hill, and a gunboat and another boat lying at the shore. We acted pretty cautiously, and held out a signal, and the gunboat answered it, and then we went in. When we got in there, the rebel General Chalmers was on board, and several other officers—majors, captains, orderlies, &c.—and bragged a great deal about their victory, and said it was a matter of no consequence. They hated to have such a fight as that, when they could take no more men than they had there. One of the gunboat officers got into a squabble with them, and said they did not treat the flag of truce right. An officer—a captain, I think—who was going home, came up and said that, "Damn them, he had 18 fights with them, but he would not treat them as prisoners of war after that," and that he intended to go home, and would enlist again. Chalmers said that he would treat him as a prisoner of war, but that they would not treat as prisoners of war the "home-made Yankees," meaning the loyal Tennesseeans. There were some sick men in the hospital, but I was afraid to go on shore after the rebels got there. I merely went on shore, but did not pretend to leave the boat.

Question. Did you see any person shot there the next morning after you returned?

Answer. I heard a gun or a pistol fired up the bank, and soon afterwards a negro woman came in, who was shot through the knee, and said it was done about that time. I heard frequent shooting up where the fort was, but I did not go up to see what was done.

FORT PILLOW, TENNESSEE, *April* 25, 1864.

Captain James Marshall, sworn and examined.

By the chairman:

Question. What is your rank and position in the naval service?

Answer. I am an acting master, commanding the United States steamer New Era, gunboat No. 7.

Question. Where is your boat?

Answer. My boat has been twenty-four hours' run from Fort Pillow. Since the attack here, that has been changed. At the time the fort was attacked, I was to make my principal headquarters here.

Question. Were you present with your gunboat at the time Fort Pillow was attacked and captured?

Answer. I was.

Question. Please describe that affair.

Answer. At six o'clock, on the morning of the 12th of April, Major Booth sent me word that the rebels were advancing on us. I immediately got the ship cleared for action. I gave the men their breakfasts. I had no idea that there would be a fight. I thought it would merely be a little skirmish. I went out into the stream. Major Booth and myself had previously established signals, by which he could indicate certain points where he would want me to use my guns. He first signalled me to commence firing up what we call No. 1 ravine, just below the quartermaster's department, and I commenced firing there. Then he signalled me to fire up Coal Creek ravine No. 3, and I then moved up there. Before I left down here at ravine No. 1 the rebel sharpshooters were firing at me rapidly. I came along up, and the women and children, some sick negroes, and boys, were standing around a great barge. I told them to get into the barge if they wanted to save themselves, and when I came down again I would take them out of danger. They went in, and I towed them up and landed them above Coal Creek, where the rebel sharpshooters commenced firing at them. The next time I moved up Coal Creek ravine I told them to go on up to a house, as the rebels were firing upon them. The trees and bushes around them there probably prevented them from being hit. On knowing that they were fired at much, I kept a steady fire up to about one o'clock. At that time the fire had ceased or slackened, and everything seemed to be quieting down, and I thought, perhaps, they were waiting to get a little rest. My men were very tired; not having had anything to eat since morning, and the officers nothing at all. I ran over on the bar to clean out my guns and refresh my men. We had fired 282 rounds of shell, shrapnell, and canister, and my guns were getting foul. While we were lying on the bar a flag of truce came in—the first one. It was, I should judge, about half past six o'clock. While the flag of truce was in, some of the officers came to me and told me the rebels were robbing the quartermaster's department. I went out on the deck and saw them doing so. Some of the officers said that we should go in and fire upon them; that we could slay them very nicely. I remarked to them that that was not civilized warfare; that two wrongs did not make a right; and that if the rebels should take the fort afterwards they would say that they would be justified in doing anything they pleased, because I had fired on them while the flag of truce was in, although they were thus violating that flag of truce themselves. They were also moving their forces down this hill, and were going up the ravine. When I saw that, I got under way, and stood off for the fort again, intending to stop it. I had only seventy-five rounds of ammunition left, but I told the boys that we would use that at any rate. The flag of truce started and went out, and I do not think it had been out more than five minutes when the assault was made. Major Bradford signalled to me that we were whipped. We had agreed on a signal that, if they had to leave the fort, they would drop down under the bank, and I was to give the rebels canister. I was lying up above here, but the rebels turned the guns in the fort on us—I think all of them—and a Parrott shot was fired but went over us. I had to leave, because, if I came down here, the channel would force me to go around the point, and then, with the guns in the fort, they would sink me. Had I been below here at the time, I think I could have routed them out; but part of our own men were in the fort at the same time, and I should have killed them as well as the rebels. The rebels kept firing on our men for at least twenty minutes after our flag was down. We said to one another that they could be giving no quarter. We could see the men fall, as they were shot, under the bank. I could not see whether they had arms or not. I was fearful that they might hail in a steamboat from below,

capture her, put on 400 or 500 men, and come after me. I wanted to get down so as to give warning, and I did send word to Memphis to have all steamboats stopped for the present. The next morning the gunboat 28 and the transport Platte Valley came up.

Question. When did you go ashore after the fort had been captured?

Answer. I went ashore the next morning, about ten o'clock, under a flag of truce, with a party of men and an officer, to gather up the wounded and bury the dead. I found men lying in the tents and in the fort, whose bodies were burning. There were two there that I saw that day that had been burned.*

Question. What was the appearance of the remains? What do you infer from what you saw?

Answer. I supposed that they had been just set on fire there. There was no necessity for burning the bodies there with the buildings, because, if they had chosen, they could have dragged the bodies out. There was so little wood about any of those tents that I can hardly understand how the bodies could have been burned as they were.

Question. Were the tents burned around the bodies?

Answer. Yes, sir. On the 14th of April (the second day after the capture) I came up again. I had a lot of refugees on board, and as I came around I hoisted a white flag, intending to come in and see if there were any wounded or unburied bodies here. When I landed here, I saw, I should judge, at least fifty cavalry over on Flower island, and while I was lying here with a white flag they set fire to an empty coal barge I had towed over there. I put the refugees on the shore, took down the white flag, and started after them, and commenced shelling them, and the gunboats 34 and 15 and the despatch boat Volunteer came down and opened on them. We did not see the rebels then, but saw where they were setting wood piles on fire, and we followed them clear round and drove them off. At this time I received information that the body of Lieutenant Akerstrom had been burned; that it was he who was burned in the house. Some of the refugees told me this, and also that they had taken him out and buried him. There was also one negro who had been thrown in a hole and buried alive. We took him out, but he lived only a few minutes afterwards. After we had followed these rebels around to the head of Island 30, I came back to the fort, landed, and took on board the refugees I had put on shore. The next morning the three gunboats landed here, and we sent out pickets, and then sent men around to look up the dead. We found a number there not buried, besides one man whose body was so burnt that we had to take a shovel to take up his remains.

Question. Was he burned where there was a tent or a building?

Answer. Where there was a building.

Question. Do you know whether there were any wounded men burned in those buildings?

Answer. I do not. All I know about that is what I was told by Lieutenant Leming, who said that while he was lying here wounded, he heard some of the soldiers say that there were some wounded negroes in those buildings, who said, "You are trying to get this gunboat back to shell us, are you, God damn you," and then shot them down. I went to Memphis, and then had to go to Cairo. I was then ordered to patrol the river from here (Fort Pillow) to Memphis. I started down on my first trip on Friday morning last. I arrived at Memphis on Friday afternoon. I mentioned there the manner in which our men had been buried here by the rebels, and said that I thought humanity dictated that they should be taken up and buried as they ought to be. The general ordered some men to be detailed, with rations, to come up here and rebury them properly. They have come here, and have been engaged in that work since they came up.

Question. How many have you already found?

Answer. We have found already fifty-two white men and four officers, besides a great many colored men.

Question. Had the blacks and whites been buried together indiscriminately?

Answer. We have not found it so exactly; we have found them in the same trench, but the white men mostly at one end, and the black men at the other; but they were all pitched in in any way—some on their faces, some on their sides, some on their backs.

Question. Did you hear anything said about giving quarter or not giving quarter on that occasion?

Answer. No, sir; but our paymaster here could tell you what he heard some of their officers say.

Question. Do you know anything about the transport Platte Valley being here?

Answer. She was lying alongside the gunboat 28 here when I came down the day after the fight, and came alongside of her.

Question. Do you know anything about any of our officers showing civilities to the rebel officers after all these atrocities?

Answer. I saw nothing of that kind but one lieutenant, who went up around with them on the hill. Who he was I do not know, but I recollect noticing his stripe.

Question. Did he belong to the navy or army?

Answer. He belonged to the army. I saw the rebel General Chalmers but once. When I came down here that morning I was the ranking officer; but the captain of gunboat 28 had commenced negotiations with the flag of truce, and I told him to go on with it. I met those men in the cabin of the 28 on business. I was not on board the Platte Valley but once, except that I crossed over her bow once or twice. I was not on her where I could see anything of this kind going on.

Question. How many of our men do you suppose were killed after they had surrendered?

Answer. I could not say. I have been told that there were not over 25 killed and wounded before the fort was captured.

Question. Do you know how many have been killed in all?

Answer. My own crew buried, of those who were left unburied, some 70 or 80. The Platte Valley buried a great many, and the gunboat 28 buried some.

Question. What number do you suppose escaped out of the garrison?

Answer. I have no means of knowing. I have understood that the rebels had 160 prisoners—white men—but I think it is doubtful if they had that many, judging from the number of men we have found.

By Mr. Gooch:

Question. Where did those men come from whose bodies we have just seen unburied?

Answer. I should judge they came from the hospital. One of them had a cane, showing that he was not a well man, and they had on white shirts—hospital clothing—and, as you saw, one looked thin, very thin, as if he had been sick.

Question. How far are these bodies lying from the hospital?

Answer. I should think about 150 yards.

Question. Would men, escaping from the fort, run in that direction?

Answer. They would be very apt to run in almost any direction; and they would be more likely to run away from the stores that these rebels were robbing.

By the chairman:

Question. From the hospital clothing they had on; from their appearance, showing that they had been wounded or sick persons; and from the bruised appearance of their heads, as if they had been killed by having their brains knocked

out, do you infer that they were hospital patients that had been murdered there?

Answer. I should. I should be just as positive of that as I should be of anything I had not actually seen.

Question. You take it that they were sick or wounded men endeavoring to escape from the hospital, who were knocked in the head?

Answer. I should say so.

Paymaster William B. Purdy, sworn and examined.

By the chairman:

Question. What is your rank, and where have you been stationed, and in what service?

Answer. Acting assistant paymaster of the navy. I have no regular station or quarters at present; but on the day of the attack on Fort Pillow I was acting as signal officer on the gunboat No. 7.

Question. Will you state what you observed that day, and afterwards, in relation to that affair?

Answer. After our flag was down, I saw the rebels firing on our own men from the fort, and I should say that while the flag of truce was in, before the fort was captured, I could see the rebels concentrating their forces so as to be better able to take the fort.

Question. Do you mean that they took advantage of the flag of truce to place their men in position so as to better attack the fort?

Answer. Yes, sir; I could see them moving down to their new positions, and, as soon as the flag of truce was out, firing commenced from these new positions.

Question. Do you understand such movements to be in accordance with the rules of warfare?

Answer. No, sir; I do not.

Question. Had you any coversation with one of General Chalmers's aids about their conduct here?

Answer. Yes, sir; with one who said he was an aide-de-camp to General Chalmers, and a captain in the 2d Missouri cavalry. He told me that they did not recognize negroes as United States soldiers, but would shoot them, and show them no quarter—neither the negroes nor their officers.

Question. When was this?

Answer. That was the day after the capture of the fort, while the flag of truce was in. He then spoke in relation to the Tennessee loyal troops. He said they did not think much of them; that they were refugees and deserters; and they would not show them much mercy either.

Question. Was this said in defence of their conduct here?

Answer. No, sir; there was not much said about that. He opened the conversation himself.

Question. How many of our men do you suppose were killed here after our flag was down and they had surrendered?

Answer. I have no idea, only from what citizens have told me. They said there were not more than 25 or 30 killed before the place was captured; that all the rest were killed after the capture, and after the flag was down.

Question. Were you on the ground the day after the fight?

Answer. Yes, sir.

Question. Did you discover upon the field, or learn, from any information derived there, of any act of peculiar barbarity?

Answer. I saw men who had been shot in the face, and I have since seen a body that was burned outside of the fort. The day after the fight I did not go inside the fort at all.

Question. Did you see the remnants of one who had been nailed to a board or plank?

Answer. I did not see that.

Question. Then it was another body that had been burned which you saw?

Answer. Yes, sir.

Question. It has been said that men were buried alive. Did any such information come to your notice?

Answer. I heard of it, but did not see it.

Question. What was said about it?

Answer. A young man said he saw one in the morning up there who was alive, and he went back a short time afterwards to attend to him, but he was then dead; and I have heard of others who crawled out of their graves, and were taken up on the Platte Valley, but I do not know about them.

Question. Where was this man you found burned?

Answer. He was inside of a tent.

Question. Do you suppose him to have been burned with the tent?

Answer. Yes, sir. I took him to be a white man, because he was in the quarters where the white men were.

Question. So far as you could observe, was any discrimination made between white and black men, as to giving no quarter?

Answer. I should think not, from all I could see, because they were firing from the top of a hill down the bluff on all who had gone down there to escape.

Question. Did you notice how these men had been buried by the rebels?

Answer. I saw officers and white men and black men thrown into the trenches—pitched in in any way, some across, some lengthways, some on their faces, &c. When I first saw them, I noticed a great many with their hands or feet sticking out.

Question. Have you lately discovered any that are still unburied?

Answer. Yes, sir.

Question. Did you see the three there to-day that were lying unburied?

Answer. No, sir; I heard about them, but did not go to see them.

Eli A. Bangs, sworn and examined.

By the chairman:

Question. Do you belong to the navy or the army?

Answer. To the navy.

Question. In what capacity?

Answer. Acting master's mate for the New Era gunboat.

Question. Were you here on the day of the fight at Fort Pillow?

Answer. I was.

Question. Tell us what you observed in regard to the battle, and what followed.

Answer. I did not observe much of the first part of the engagement, because I was stationed below, in a division, with the guns; but after we hauled out into the stream I saw the flag of truce come in, and then I saw our colors come down at the fort, and saw our men running down the bank, the rebels following them and shooting them after they had surrendered.

Question. What number do you suppose the rebels killed after they had surrendered?

Answer. I could not say, only from what I saw the next day when I went ashore.

Question. You were there the next day?

Answer. Yes, sir; we came in under a flag of truce.

Question. What did you see?

Answer. Captain Marshall sent me out with a detail of men to collect the wounded and bury the dead. We buried some 70 or 80 bodies, 11 white men and one white woman.

Question. Did you bury any officers?

Answer. No, sir; I buried none of them. They were buried by the rebels.

Question. Did you observe how the dead had been buried by the rebels?

Answer. Yes, sir; I saw those in the trench. Some had just been thrown in the trench at the end of the fort—white and black together—and a little dirt thrown over them; some had their hands or feet or face out. I should judge there were probably 100 bodies there. They had apparently thrown them in miscellaneously, and thrown a little dirt over them, not covering them up completely.

Question. Did you see or hear anything there that led you to believe that any had been buried before they were dead?

Answer. I did not see any myself, but I understand from a number of others that they had seen it, and had dug one out of the trench who was still alive.

Question. Did you see any peculiar marks of barbarity, as inflicted upon the dead?

Answer. I saw none that I noticed, except in the case of one black man that I took up off a tent floor. He lay on his back, with his arms stretched out. Part of his arms were burned off, and his legs were burned nearly to a crisp. His stomach was bare. The clothes had either been torn off, or burned off. In order to take away the remains, I slipped some pieces of board under him, and when we took him up the boards of the tent came up with him; and we then observed that nails had been driven through his clothes and his cartridge-box, so as to fasten him down to the floor. His face was not burned, but was very much distorted, as if he had died in great pain. Several others noticed the nails through his clothes which fastened him down.

Question. Do you think there can be any doubt about his having been nailed to the boards?

Answer. I think not, from the fact that the boards came up with the remains as we raised them up; and we then saw the nails sticking through his clothes, and into the boards.

Question. Did you notice any other bodies that had been burned?

Answer. Yes, sir; I buried four that had been burned.

Question. What was the appearance of them?

Answer. I did not notice any particular appearance about them, except that they had been burned.

Question. How came they to be burned?

Answer. They were in the tents, inside of the fort, which had been burned. I am certain that there were four that lay where the tent had been burned, for there were the remains of the boards under them, which had not been fully burned. Those that were burned in the fort were black men.

Charles Hicks, sworn and examined.

By the chairman:

Question. Were you on the ground after the battle of Fort Pillow?

Answer. Yes, sir; the day after the battle.

Question. What did you see there?

Answer. A great many dead men.

Question. Did you see any man there that had been nailed down to a board and burned?

Answer. Yes, sir; I saw the nails through his clothes after he was taken up.

Question. In what position did he lie?

Answer. On his back. There were nails through his clothes and through the cartridge-box.

Question. So that it fastened him to the boards in such a way that he could not get up, even if he had been alive?

Answer. Yes, sir, in just that way.

Question. When you tried to take him up you raised the boards with him?
Answer. Yes, sir.

A. H. Hook, sworn and examined.

By the chairman:

Question. Did you see the man that Charles Hicks has just spoken of?
Answer. Yes, sir; I saw him. His body was partly burned, and I saw the nails through his clothes, and into the floor of the tent.
Question. The tent had been burned?
Answer. Yes, sir; there were three or four bodies burned there, but this man in particular was nailed down.

George Mantell, sworn and examined.

By the chairman:

Question. Were you on the ground at Fort Pillow at the time that these men, who have just testified, spoke of?
Answer. Yes, sir.
Question. You have heard their testimony?
Answer. Yes, sir.
Question. Do you agree with them?
Answer. Yes, sir; I saw the same.

Sergeant Henry F. Weaver, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?
Answer. To company C, 6th United States heavy artillery, colored. I am a sergeant.
Question. You were here at Fort Pillow at the time of the fight?
Answer. Yes, sir.
Question. State briefly what you saw, particularly after the capture.
Answer. The rebels charged after the flag of truce, the Tennessee cavalry broke, and was followed down the hill by the colored soldiers. They all appeared to go about the same time, as near as I could tell in the excitement of the battle. I came down the hill to the river and jumped into the water, and hid myself between the bank and the coal barge. They were shooting the negroes over my head all the time, and they were falling off into the water. The firing ceased a little, and I began to get out. I saw one of the rebels and told him I would surrender. He said, "We do not shoot white men." I went up to him and he ordered me away; he kept on shooting the negroes. There were six or eight around there, and he and another one shot them all down. I went up about a rod further and met another rebel, who robbed me of watch, money, and everything else, and then he left me. I went on to the quartermaster's building below here, and was taken by another rebel and taken up into the town. He went into a store and I went in with him. He went to pillaging. I slipped on some citizen's clothing, and it was not long before I saw that they did not know who I was. I staid with them until the sun was about an hour high, and then I went away. I walked off just as if I had a right to go.
Question. Where did you go?
Answer. I went down the river, just back of the old river batteries. I then got on board a tug-boat and came down here, and the Sunday afterwards went to Memphis.
Question. Did you have any conversation with these rebels?
Answer. Not anything of any consequence about the fight.

Question. What were they doing when you were with them?

Answer. Just pillaging the store. They commenced going down to the river, and I came down with them. They went into the quartermaster's department and went a carrying off things.

Question. Did they give any quarter to the negroes?

Answer. No, sir.

Question. Did the negroes throw away their arms?

Answer. Yes, sir; and some of them went down on their knees begging for their lives. I saw one shot three times before he was killed.

By the chairman:

Question. What number of our troops do you suppose were killed before the fort was captured?

Answer. I could not tell exactly, but I do not think over a dozen of the cavalry were killed, and probably not more than fifteen or twenty of the negroes. There were a great many of the negroes wounded, because they would keep getting up to shoot, and were where they could be hit.

Question. The rebels must have killed a great many of the white men after they had surrendered?

Answer. Yes, sir. I saw yesterday afternoon a great number of cavalry taken up, and almost every one was shot in the head. A great many of them looked as if their heads had been beaten in.

Question. That must have been done after the fort had been captured?

Answer. Yes, sir; two-thirds of them must have been killed after the fort was taken.

Question. Do you know why the gunboat did not fire upon the rebels after the fort was captured, while they were shooting down our men?

Answer. They could not do that without killing our own men, too, as they were all mixed up together.

Charles A. Schetky, sworn and examined.

By the chairman:

Question. What is your position?

Answer. I am acting ensign of the gunboat New Era.

Question. Were you here at the time of the attack on Fort Pillow?

Answer. Yes, sir.

Question. State what you saw after the fort was captured.

Answer. After the flag was down I saw the rebels pouring down their bullets on our troops under the hill, although they were unarmed, and held up their hands in token of surrender.

Question. Were they shooting the black men only, or the black and white together?

Answer. The black and white were both together under the hill, and the sick and wounded were there, too.

Question. How many do you think you saw shot in that way?

Answer. I should think I saw not less than fifty shot.

Question. How many white men among those?

Answer. I could not tell. I judge that the number of whites and blacks were nearly equal.

Question. You were here the day after the fight?

Answer. Yes, sir, but I was not ashore at all that day. My duty kept me on board the boat all the time.

Frank Hogan, (colored,) sworn and examined.

By the chairman:

Question. Were you at Fort Pillow on the day of the fight?

Answer. Yes, sir.

Question. In what company and regiment?

Answer. Company A, 6th United States heavy artillery.

Question. What did you see there that day, especially after the fort was taken?

Answer. I saw them shoot a great many men after the fort was taken, officers and private soldiers, white and black.

Question. After they had given up?

Answer. Yes, sir. I saw them shoot a captain in our battalion, about a quarter of an hour after he had surrendered. One of the secesh called him up to him, and asked him if he was an officer of a nigger regiment. He said, "Yes," and then they shot him with a revolver.

Question. Did they say anything more at the time they shot him?

Answer. Yes, sir; one of them said, "God damn you, I will give you a nigger officer." They talked with him a little time before they shot him. They asked him how he came to be there, and several other questions, and then asked if he belonged to a nigger regiment, and then they shot him. It was a secesh officer who shot him. I was standing a little behind.

Question. What was the rank of the secesh officer?

Answer. He was a first lieutenant. I do not know his name.

Question. Do you know the name of the officer he shot?

Answer. Yes, sir; Captain Carson, company D.

Question. Why did they not shoot you?

Answer. I do not know why they didn't.

Question. How long did you stay with them?

Answer. I staid with them two nights and one day. They took me on Tuesday evening, and I got away from them Thursday morning, about two hours before daylight. They were going to make an early move that morning, and they sent me back for some water, and I left with another boy in the same company with myself.

Question. Where did you go then?

Answer. Right straight through the woods for about three or four miles, and then we turned to the right and came to a road. We crossed the road, went down about three miles, and crossed it again, and I kept on, backwards and forwards, until I got to a creek about five or six miles from here.

Question. Do you know anything of the rebels burning any of the tents that had wounded men in them?

Answer. I know they set some on fire that had wounded men in them, but I did not see them burn, because they would not let us go around to see.

Question. About what time of the day was that?

Answer. It was when the sun was about an hour or three-quarters on from the day of the battle.

Question. Did you hear the men in there after they set the building on fire?

Answer. Yes, sir; I heard them in there. I knew they were in there. I knew that they were there sick. I saw them shoot one or two men who came out of the hospital, and then they went into the tents, and then shot them right in the tents. I saw them shoot two of them right in the head. When they charged the fort they did not look into the tents, but when they came back afterwards they shot those sick men in the head. I knew the men, because they belonged to the company I did. One of them was named Dennis Gibbs, and the other was named Alfred Flag.

Question. How long had they been sick?

Answer. They had been sick at the hospital in Memphis, and had got better a little, and been brought up here, but they never did any duty here, and went to the hospital. They came out of the hospital and went into these tents, and were killed there. They were in the hospital the morning of the fight. When the fight commenced, they left the hospital and came into the tents inside the fort.

Question. Did you see them bury any of our men?

Answer. I saw them put them in a ditch. I did not see them cover them up.

Question. Were they all really dead or not?

Answer. I saw them bury one man alive, and heard the secesh speak about it as much as twenty times. He was shot in the side, but he was not dead, and was breathing along right good.

Question. Did you see the man?

Answer. Yes, sir.

Question. How came they to bury him when he was alive?

Answer. They said he would die any how, and they would let him stay. Every once in a while, if they put dirt on him, he would move his hands. I was standing right there, and saw him when they put him in, and saw he was not dead.

Question. Have you seen the three bodies that are now lying over beyond the old hospital?

Answer. Yes, sir.

Question. Did you know them?

Answer. I knew one of them. I helped to take him to the hospital on the Sunday before the fight. There was another man there. I knew the company he belonged to, (company B,) but I do not know his name. He was a colored man, but he had hair nearly straight, like a white man or an Indian. He had been sick a great while.

Captain James Marshall, recalled.

By the chairman:

Question. Does this witness (Hogan) speak of the same men that you supposed were fleeing from the hospital when they were killed?

Answer. Yes, sir, the same men.

Frank Hogan, resumed.

By the chairman:

Question. What did they do with the prisoners they took away with them?

Answer. I saw several officers of our regiment, and some of the men.

Question. Did you hear anything said about Major Bradford?

Answer. The first night after they had taken the fort, Major Bradford was there without any guard. Colonel McCullough waked us up to make a fire, and Major Bradford walked up and asked the liberty to go out a while. He came back, and I went to sleep, leaving Major Bradford sitting at the fire. When they waked up the next morning, they asked where Major Bradford was, and I told them he was lying there by the fire. They uncovered the head of the man who was lying there, but they said it was not Major Bradford. That was only a short distance from here. I did not see him afterwards.

Alfred Coleman, (colored,) sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?

Answer. Company B, 6th United States heavy artillery.

Question. Were you at Fort Pillow at the time of the fight?

Answer. Yes, sir.

Question. Were you captured here?

Answer. Yes, sir.

Question. About what time?

Answer. About six o'clock, I should think.

Question. Where did they take you to?

Answer. Out towards Brownsville, between twelve and eighteen miles.

Question. What did you do after you were captured?

Answer. I helped to bury some of the dead; then I came to the commissary store, and helped to carry out some forage.

Question. Did you hear the rebels say anything about a fight?

Answer. Nothing more than it was the hardest fight they had been in, with the force we had here. I was then with the 2d Missouri cavalry.

Question. What did they say about giving quarter?

Answer. They said they would show no quarter to colored troops, nor to any of the officers with them, but would kill them all.

Question. Who said that?

Answer. One of the captains of the 2d Missouri. He shot six himself, but, towards evening, General Forrest issued an order not to kill any more negroes, because they wanted them to help to haul the artillery out.

Question. How do you know that?

Answer. This captain said so.

Question. Were colored men used for that purpose?

Answer. Yes, sir. I saw them pulling the artillery, and I saw the secesh whip them as they were going out, just like they were horses.

Question. How many men did you see that way?

Answer. There were some ten or twelve men hold of a piece that I saw coming out. The secesh said they had been talking about fighting under the black flag, but that they had come as nigh fulfilling that here as if they had a black flag.

Question. How long did you stay with them?

Answer. I was taken on the Tuesday evening after the fight, and remained with them until about an hour before day of Thursday morning. I then took a sack of corn to feed the horses, and got the horses between me and them, and, as it was dark and drizzling rain, I left them and escaped.

Question. Did you see any of the shooting going on?

Answer. Yes, sir. I was lying right under the side of the hill where the most of the men were killed. I saw them take one of the Tennessee cavalry, who was wounded in one leg, so that he could not stand on it. Two men took him, and made him stand up on one leg, and then shot him down. That was about four o'clock in the afternoon.

Question. How many do you think you saw them shoot?

Answer. The captain that carried me off shot six colored men himself, with a revolver. I saw him shoot them. I cannot state about the rest.

Question. Did you see more than one white man shot?

Answer. No, sir. The others that were killed were a little nearer the water than I was. I was lying down under a white-oak log near the fort, and could not see a great way.

Question. Do you know how many of their men were lost?

Answer. I heard some of them say, when they went out towards Brownsville, that they had lost about 300 killed, wounded, and missing.

Question. How many of our men were killed before the fort was taken?

Answer. I do not think there were more than ten or fifteen men killed before the fort was taken.

MEMPHIS, TENNESSEE, *April* 26, 1864.

Lieutenant Colonel Thomas H. Harris, sworn and examined.

By the chairman:

Question. What is your rank and position in the service?

Answer. I am a lieutenant colonel and assistant adjutant general of the 16th army corps.

Question. How many troops do your records show to have gone from the 6th United States heavy artillery (colored) to Fort Pillow?

Answer. There were 221 officers and men left Memphis to go to Fort Pillow.

Question. How many whites went there?

Answer. None were sent from here. I understand, unofficially, that the colored troops were recruited, to some extent, after they arrived at Fort Pillow; but I have no official knowledge of that fact. Of the 221 officers and men who went from here, there are thirty here who escaped, and some twenty or more above at Mound City and Cairo.

Question. Do you know what was the character and military experience of Major Bradford?

Answer. To the best of my knowledge and belief, Major Bradford had no military experience. I had known him for about a year. He never claimed to have had any military experience.

Question. What was the character of Major Booth as a military man?

Answer. It was good. He was originally sergeant major of the 1st Missouri light artillery, and was an officer of experience and tried courage, and of irreproachable character.

Question. Do you know whether or not any information was received here that Fort Pillow was threatened before it was actually attacked?

Answer. I know that Major Booth assured General Hurlbut that he stood in no danger, and begged him not to feel any apprehension. General Hurlbut, I believe, answered that report by sending Major Booth two additional guns, with a fresh supply of ammunition.

Question. How long have you been here in this department?

Answer. Since the 1st of August, 1862.

Question. Have you, during that time, been familiar with the condition of the garrison at Fort Pillow?

Answer. I have been familiar with it since the 1st of May, 1863.

Question. Has the garrison been entirely withdrawn from Fort Pillow at any time since then?

Answer. Yes, sir.

Question. Why?

Answer. In order to send troops for the Meridian expedition into Mississippi, under General Sherman.

Question. For how long a period was Fort Pillow without a garrison?

Answer. Fort Pillow was evacuated about the 25th of January, 1864, and remained unoccupied for a short time afterwards.

Question. Why was a garrison again placed there?

Answer. Major Bradford was with his command at and near Columbus and Paducah, Kentucky, in the early part of this year. Finding recruiting very difficult there, he applied for permission to proceed to Fort Pillow and establish his headquarters there, as he believed that he could easily fill his regiment at that point.

Question. It was then occupied rather as a recruiting station than for any other purpose at that time?

Answer. Yes, sir.

Question. Do you know whether it has been considered a military necessity to keep a garrison at Fort Pillow since the gunboats have been in the river?

Answer. It is one of the most important points on the whole river. It commands a very long stretch of the river, and a single well-manned field-piece there would stop navigation entirely.

Question. When the garrison was removed from Fort Pillow, was it in pursuance of any order from either General Grant or General Sherman?

Answer. I cannot answer that definitely without looking at the records.

Papers forwarded by Lieutenant Colonel Harris to Washington.

HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, April 26, 1864.

I wish to state that one section of company D, 2d United States light artillery, colored, (1 commissioned officer and 40 men,) were sent to Fort Pillow about February 15, as part of the garrison.

The garrison of Fort Pillow, by last reports received, consisted of the 1st battalion 6th United States heavy artillery, colored, eight commissioned officers and 213 enlisted men; one section company D, 2d United States light artillery, colored, one commissioned officer and forty men; 1st batallion 13th Tennessee cavalry, Major H. F. Bradford, ten commissioned officers and 285 enlisted men.

Total white troops	295
Total colored troops	262
	557

Six field pieces: two 6-pounders, two 12-pounder howitzers, and two 10-pounder Parrotts.

T. H. HARRIS,
Lieutenant Colonel and Assistant Adjutant General.

HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, March 28, 1864.

SIR: You will proceed with your own battalion to Fort Pillow, and establish your force in garrison of the works there. As you will be, if I am correct in my memory, the senior officer at that post, you will take command, conferring, however, freely and fully with Major Bradford, 13th Tennessee cavalry, whom you will find a good officer, though not of much experience.

There are two points of land fortified at Fort Pillow, one of which only is now held by our troops. You will occupy both, either with your own troops alone, or holding one with yours, and giving the other in charge to Major Bradford.

The positions are commanding and can be held by a small force against almost any odds.

I shall send you at this time two 12-pound howitzers, as I hope it will not be necessary to mount heavy guns.

You will, however, immediately examine the ground and the works, and if, in your opinion, 20-pound Parrotts can be advantageously used, I will order them to you. My own opinion is, that there is not range enough. Major Bradford is well acquainted with the country, and should keep scouts well out and forard; all information received direct to me.

I think Forrest's check at Paducah will not dispose him to try the river again, but that he will fall back to Jackson and thence cross the Tennessee; as soon as this is ascertained I shall withdraw your garrison.

Nevertheless, act promptly in putting the works into perfect order, and the post into its strongest defence. Allow as little intercourse as possible with the country, and cause all supplies which go out to be examined with great strictness. No man whose loyalty is questionable should be allowed to come in or go out while the enemy is in West Tennessee.

Your obedient servant,

S. A. HURLBUT,
Major General.

Major L. F. BOOTH,
Com'dg 1st Batt. 1st Alabama Siege Artillery.

HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, April 26, 1864.

A true copy.

T. H. HARRIS,
Assistant Adjutant General.

[Extract.]

HEADQUARTERS FORT PILLOW,
Fort Pillow, Tennessee, April 3, 1864.

GENERAL: * * * * * * * *

Everything seems to be very quiet within a radius of from thirty to forty miles around, and I do not think any apprehensions need be felt or fears entertained in reference to this place being attacked, or even threatened. I think it perfectly safe.

I have the honor to be, general, very respectfully, your obedient servant,

T. F. BOOTH,
Major 6th U. S. Heavy Artillery, colored, Com'dg Fort.

Major General HURLBUT.

HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, April 25, 1864.

A true extract from the last report received from Major L. F. Booth, 6th United States heavy artillery, commanding Fort Pillow.

T. H. HARRIS,
Lieutenant Colonel and Assistant Adjutant General.

Without application or requisition being made for the guns, General Hurlbut concluded to add two to the four already at the fort, and made the following order:

SPECIAL ORDERS, No. 88. } HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, April 7, 1864.

* * * * * * * * * *

III. Captain J. C. Heely, commanding ordnance depot, Memphis, Tennessee, will turn over to Major L. F. Booth, 6th United States heavy artillery, two 10-pounder Parrott guns, complete, except caissons, with 150 rounds of ammu-

nition per piece, and will ship same, to-day, to Major Booth, atFort Pillow, Tennessee. The quartermaster's department will furnish necessary transportation.

* * * * * * * * * *

By order of Major General S. A. Hurlbut.

T. H. HARRIS,
Assistant Adjutant General.

A true copy.

T. H. HARRIS,
Assistant Adjutant General.

UNITED STATES STEAMER SILVER CLOUD,
Off Memphis, Tennessee, April 14, 1864.

SIR: In compliance with your request that I would forward to you a written statement of what I witnessed and learned concerning the treatment of our troops by the rebels at the capture of Fort Pillow by their forces under General Forrest, I have the honor to submit the following report:

Our garrison at Fort Pillow, consisting of some 350 colored troops and 200 of the 13th Tennessee cavalry, refusing to surrender, the place was carried by assault about 3 p. m. of the 12th instant. I arrived off the fort at 6 a. m. on the morning of the 13th instant. Parties of rebel cavalry were picketed on the hills around the fort, and shelling those away, I made a landing and took on board some twenty of our troops, some of them badly wounded, who had concealed themselves along the bank, and came out when they saw my vessel. Whilst doing so I was fired upon by rebel sharpshooters posted on the hills, and one wounded man limping down to the vessel was shot. About 8 a. m. the enemy sent in a flag of truce, with a proposal from General Forrest that he would put me in possession of the fort and the country around until 5 p. m., for the purpose of burying our dead and removing our wounded, whom he had no means of attending to. I agreed to the terms proposed, and hailing the steamer Platte Valley, which vessel I had convoyed up from Memphis, I brought her alongside, and had the wounded brought down from the fort and battle-field and placed on board of her. Details of rebel soldiers assisted us in this duty, and some soldiers and citizens on board the Platte Valley volunteered for the same purpose.

We found about seventy wounded men in the fort and around it, and buried, I should think, 150 bodies. All the buildings around the fort, and the tents and huts in the fort, had been burned by the rebels, and among the embers the charred remains of numbers of our soldiers, who had suffered a terrible death in the flames, could be seen.

All the wounded, who had strength enough to speak, agreed that after the fort was taken an indiscriminate slaughter of our troops was carried on by the enemy, with a furious and vindictive savageness which was never equalled by the most merciless of the Indian tribes. Around on every side horrible testimony to the truth of this statement could be seen.

Bodies with gaping wounds, some bayoneted through the eyes, some with skulls beaten through, others with hideous wounds, as if their bowels had been ripped open with Bowie knives, plainly told that but little quarter was shown to our troops, strewn from the fort to the river bank, in the ravines and hollows, behind logs and under the brush, where they had crept for protection from the assassins who pursued them. We found bodies bayoneted, beaten, and shot to death, showing how cold-blooded and persistent was the slaughter of our unfortunate troops. Of course, when a work is carried by assault there will always be more or less blood shed, even when all resistance has ceased; but here there were unmistak-

able evidences of a massacre carried on long after any resistance could have been offered, with a cold-blooded barbarity and perseverance which nothing can palliate.

As near as I can learn, there were about 500 men in the fort when it was stormed. I received about 100 men, (including the wounded and those I took on board before the flag of truce was sent in.) The rebels I learned had few prisoners, so that at least 300 of our troops must have been killed in this affair. I have the honor to forward a list of the wounded officers and men received from the enemy under flag of truce.

I am, general, your obedient servant,

W. FERGUSON,
Acting Master U. S. N., Com'dg U. S. Steamer Silver Cloud.

Major General HURLBUT,
Commanding 16th Army Corps.

HEADQUARTERS 16TH ARMY CORPS,
Memphis, Tennessee, April 24, 1864.

A true copy.

T. H. HARRIS,
Assistant Adjutant General.

W. R. McLagan sworn, and examined.

By Mr. Gooch:

Question. Where were you born?

Answer. In Tennessee.

Question. Where do you now reside?

Answer. St. Paul, Minnesota.

Question. Were you at Fort Pillow on the day of its capture?

Answer. No, sir.

Question. Where were you?

Answer. About sixteen miles off, at Covington.

Question. Have you seen that statement? (showing witness statement appended to this deposition.)

Answer. Yes, sir; I made that statement myself.

Question. It is correct then?

Answer. Yes, sir.

Question. Did you yourself see Major Bradford shot?

Answer. I did.

Question. How do you know it was Major Bradford?

Answer. He represented himself to me as a Major Bradford?

Question. Did you have any conversation with him?

Answer. Yes, sir; and while we were marching from Covington to Brownsville I heard them call him Major Bradford. He told me himself that he was Major Bradford, but he did not wish it to be known, as he had enemies there; and it never would have been known but for a detective in the confederate army from Obion county, Tennessee, named Willis Wright, who recognized him as Major Bradford, and told them of it. Wright is a notorious spy and smuggler in Forrest's command. There is no doubt that the man was Major Bradford.

Question. Was there anything said at the time he was shot?

Answer. Nothing more than what I said.

Question. What did he say?

Answer. He simply said that he had fought them honorably and as a brave man, and wished to be treated as a prisoner of war. He was taken prisoner at

Fort Pillow, and was then sent to Covington, to the custody of a Colonel Duckworth, commanding the 7th Tennessee rebel cavalry, and from that place he was sent under guard, with about thirty of us conscripts. We arrived at Brownsville on the 13th; we started out on the evening of the 14th instant, about dusk. Previous to our leaving Brownsville, five of the guards were ordered back to Duckworth's headquarters. Those five guards seemed to have received special instructions about something, I don't know what. After marching about five miles from Brownsville, we halted, that is, the two companies of the rebels. These five guards then took Major Bradford out about fifty yards from the road. He seemed to understand what they were going to do with him. He asked for mercy, and said that he had fought them manfully, and wished to be treated as a prisoner of war. Three of the five guards shot him. One shot struck him about in the temple; a second in the left breast, and the third shot went through the thick part of the thigh. He was killed instantly. They left his body lying there. I escaped from the rebels at Jackson. I left on the Friday morning about 2 o'clock, and Saturday night about 12 o'clock I came back where the murder was committed, and saw his body there, yet unburied. The moon was shining brightly, and it seemed to me that the buzzards had eaten his face considerably.

Question. Did you hear them give any reason for shooting Major Bradford?

Answer. Simply that he was a Tennessee traitor, and to them they showed no quarter. They said that he was a Tennessean, and had joined the Yankee army, and they showed them no quarter. I think myself that the order for shooting Major Bradford was given by Colonel Duckworth, for the reasons I have stated.

Question. What was the officer in command at the time he was shot?

Answer. A lieutenant went out with him. He was one of the five guards.

Question. Who commanded the two companies of rebels?

Answer. I do not know who ranked in these two companies. Russell and Lawler commanded the companies. Duckworth, who, I think, gave the order for killing Major Bradford, belongs to Chalmers's command. He is a notorious scoundrel. He never had any reputation, either before the war or afterward.

Question. Did Major Bradford have on his uniform?

Answer. No, sir. He had tried to conceal his identity as much as possible, by putting on citizen's clothes, as he said that he had enemies among them, who would kill him if they knew him.

Question. Did you hear any of their officers say anything as to the manner in which they treated our soldiers whom they had captured, and the way in which they intended to treat them?

Answer. On the evening of the 12th I was in Colonel Duckworth's headquarters. I had not been conscripted then. I saw a despatch there from Forrest to Duckworth, dated that afternoon. It read something like this:

"Colonel W. L. Duckworth, Covington, Tennessee. I have killed 300 and captured 300."

Duckworth remarked to me previous to the attack that no quarter would be shown at Fort Pillow at all; that they were a set of damned Yankees and Tennessee traitors there, and they intended to show them no quarter.

Question. When did he say this?

Answer. On the evening of the 11th of April, at Covington.

Question. How long had you known Duckworth?

Answer. I never saw him before I saw him there.

Question. Did he say this to you?

Answer. I was not in conversation with him, but I heard him say this to a Captain Hill, a retired confederate captain, who formerly belonged to his command. He was within five or six feet of me when he said it.

Question. Were they talking at that time about the intended attack on Fort Pillow?

Answer. Yes, sir; and five days' rations were ordered then, and Duckworth said they were going to take Fort Pillow, and no quarter would be shown at all.

Question. Do you know how Major Bradford got to Covington, and when?

Answer. I think he arrived there on the evening of the 12th, just about dusk.

Question. Did Major Bradford state to you that he desired to disguise himself?

Answer. Yes, sir. He said that he had personal enemies in that command, among whom was this Willis Wright, who recognized him and told them who he was. Major Bradford was a native Tennesseean.

Question. Did any of the conscripts who were with you see Major Bradford shot?

Answer. Yes, sir; and I understand that one or two others, who escaped when I did, are here in the city; and I shall try to get their statements.

W. R. McLagan, a citizen of the United States, being first duly sworn, states, upon oath, that for the last two years he has been trading between St. Louis, Missouri, and Covington, Tennessee; that at the time of the attack upon Fort Pillow, April 12, 1864, he was at Covington, Tennessee, and was taken by General Forrest as a conscript on the 13th of April, with about thirty other citizens; that on the evening of the 12th of April Major Bradford, 13th Tennessee cavalry, United States forces, arrived at Covington, under guard, as a prisoner of war, and was reported as such to Colonel Duckworth, commanding 7th Tennessee cavalry, confederate forces; that on the 13th of April Major Bradford and the conscripts, including the affiant, were placed in charge of two companies of the 7th Tennessee cavalry, Captains Russell and Lawler commanding. They were taken to Brownsville, Tennessee, and started from there to Jackson, Tennessee. When they had proceeded about five miles from Brownsville a halt was made, and Major Bradford was taken about fifty yards from the command by a guard of five confederate soldiers in charge of a lieutenant, and was there deliberately shot, three of the confederate soldiers discharging their fire-arms, all of which took effect, killing him instantly. This was on the 14th day of April, 1864, near dusk; that the body of Major Bradford was left unburied in the woods about fifty yards from the road. The affiant, with the other conscripts, were taken on to Jackson, and on the 22d day of April the affiant and twenty-five others of the conscripts made their escape from the confederate forces at Jackson. On the way back he saw the body of Major Bradford lying in the same place where he was shot. This was on Saturday night, the 23d of April. Major Bradford, before he was shot, fell on his knees and said that he had fought them manfully, and wished to be treated as a prisoner of war.

W. R. McLAGAN.

HEADQUARTERS DISTRICT OF WEST TENNESSEE,
Memphis, Tennessee, April 25, 1864.

Subscribed and sworn to before me this day.

T. H. HARRIS,
Lieut. Col. and Ass't Adj't Gen'l 16th Army Corps.

APPENDIX.

The following papers and affidavits were furnished the committee by General Mason Brayman, at Cairo, and are herewith submitted:

CAIRO, *Illinois, April* 18, 1864.

We have the honor of reporting to you, as the only known survivors of the commissioned officers of the 13th Tennessee cavalry, that, on the morning of the 12th day of the present month, at about the hour of daylight, the rebels, numbering from five thousand to seven thousand, attacked our garrison at Fort Pillow, Tennessee, numbering as it did only about five hundred effective men. They at first sent in a flag of truce demanding a surrender, which Major Booth, then commanding the post, (Major Booth, of the 6th United States heavy artillery, colored,) refused. Shortly after this Major Booth was shot through the heart and fell dead. Major William F. Bradford, then commanding the 13th Tennessee cavalry, assumed command of the fort, and under his orders a continual fire was kept up until about one o'clock p. m., when our cannon and the rifles of the sharpshooters were mowing the rebels down in such numbers that they could not make an advance. The rebels then hoisted a second flag of truce and sent it in, demanding an unconditional surrender. They also threatened that if the place was not surrendered no quarter would be shown. Major Bradford refused to accept any such terms, would not surrender, and sent back word that if such were their intentions they could try it on. While this flag of truce was being sent in the rebel officers formed their forces in whatever advantageous positions they were able to select. They then formed a hollow square around our garrison, placed their sharpshooters within our deserted barracks, and directed a galling fire upon our men. They also had one brigade in the trenches just outside the fort, which had been cut by our men only a few days before, and which provided them with as good protection as that held by the garrison in the fort. Their demand of the flag of truce having been refused, the order was given by General Forrest in person to charge upon the works and show no quarter. Half an hour after the issuance of this order a scene of terror and massacre ensued. The rebels came pouring in solid masses right over the breastworks. Their numbers were perfectly overwhelming. The moment they reached the top of the walls, and commenced firing as they descended, the colored troops were panic-stricken, threw down their arms, and ran down the bluff, pursued sharply, begging for life. But escape was impossible. The confederates had apprehended such a result, and had placed a regiment of cavalry where it could cut off all effective retreat. This cavalry regiment employed themselves in shooting down the negro troops as fast as they made their appearance. The whites, as soon as they perceived they were also to be butchered inside the fort, also ran down. They had previously thrown down their arms and submitted. In many instances the men begged for life at the hands of the enemy, even on their knees. They were only made to stand upon their feet and then summarily shot down. Captain Theo. F. Bradford, of company A, 13th Tennessee cavalry, was signal-officer for the gunboat, and was seen by General Forrest with the signal flags. The general, in person, ordered Captain Bradford to be shot. He was instantly riddled with bullets, nearly a full regiment having fired their pieces upon him. Lieutenant Wilson, of company A, 13th Tennessee cavalry, was killed after he had surrendered, he having been

previously wounded. Lieutenant J. C. Akerstrom, company E, 13th Tennessee cavalry, and acting regimental quartermaster, was severely wounded after he had surrendered, and then nailed to the side of a house and the house set on fire, burning him to death. Lieutenant Cord. Revelle, company E, 13th Tennessee cavalry, was shot and killed after surrender. Major William F. Bradford, commanding our forces, was fired upon after he had surrendered the garrison. The rebels told him he could not surrender. He ran into the river and swam out some fifty yards, they all the time firing at him, but failing to hit him. He was hailed by an officer and told to return to the shore. He did so. But as he neared the shore the riflemen discharged their pieces at him again. Again they missed. He ran up the hillside among the enemy with a white handkerchief in his hand in token of his surrender, but still they continued to fire upon him. There were several confederate officers standing near at the time. None of them ordered the firing to cease; but when they found they could not hit him, they allowed him to give himself up as a prisoner, and paroled him to the limits of the camp. They now claim that he violated his parole the same night and escaped. We have heard from prisoners who got away from the rebels that they took Major Bradford out in the Hatchie Bottom and there dispatched him. We feel confident that the story is true. We saw several negroes burning up in their quarters on Wednesday morning. We also saw the rebels come back that morning and shoot at the wounded. We also saw them at a distance running about hunting up wounded that they might shoot them. There were some whites also burning. The rebels went to the negro hospital, where about thirty sick were kept, and butchered them with their sabres, hacking their heads open in many instances, and then set fire to the buildings. They killed every negro soldier Wednesday morning upon whom they came. Those who were able they made stand up to be shot. In one case a white soldier was found wounded. He had been lying upon the ground nearly twenty-four hours without food or drink. He asked a rebel soldier to give him something to drink. The latter turned about upon his heel and fired three deliberate shots at him, saying, "Take that, you negro equality." The poor fellow is alive yet and in the hospital. He can tell the tale for himself. They ran a great many into the river, and shot or drowned them there. They immediately killed all the officers who were over the negro troops, excepting one who has since died from his wounds. They took out from Fort Pillow about one hundred and some odd prisoners, (white,) and forty negroes. They hung and shot the negroes as they passed along toward Brownsville until they were rid of them all. Out of the six hundred troops (convalescents included) which were at the fort they have only about one hundred prisoners, (all whites,) and we have about fifty wounded who are paroled.

Major Anderson, Forrest's assistant adjutant general, stated that they did not consider colored men as soldiers, but as property, and as such, being used by our people, they had destroyed them. This was concurred in by Forrest, Chalmers, and McCullough, and other officers.

We respectfully refer you to the accompanying affidavit of Hardy N. Revelle, lettered "A," and those of Mrs. Rufin, lettered "B," and Mrs. Williams, lettered "C."

Respectfully submitted.

F. A. SMITH,
First Lieut. Co. D, 13th Tenn. Vol. Cavalry.
WILLIAM CLEARY,
Second Lieut. Co. B. 13th Tenn. Vol. Cavalry.

General M. BRAYMAN.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

Affidavit of Hardy N. Revelle.

I was in business at Fort Pillow previous to the fight on Tuesday last. Was engaged as a dry-goods clerk for Messrs. Harris & Co. Went into the fight at six o'clock on the morning of Tuesday, the 12th of April. Remained outside of the federal fortifications until about 8.30 a. m., acting as a sharpshooter. At this time we were all ordered within the fort. Lieutenant Barr was killed outside the fort, also Lieutenant Wilson, latter of the 13th Tennessee cavalry. It was not long after nine o'clock that I took my position behind the fortifications and resumed the fight. I was standing not more than ten paces from Major Booth when he fell, struck in the heart by a musket bullet. It was but a few minutes past nine. He did not die immediately, but was borne from the field. At this time there was continued firing on both sides. Rebels were not using artillery; our troops were.

The next thing I recollect is a flag of truce coming in, the bearers of which—General Forrest of the rebel army, and some parties of his staff—demanded a surrender of the garrison. Major Bradford was then in command. Forrest did not come within the breastworks, but remained some fifty yards outside, and Major Bradford went out to meet him. They conferred in a southeasterly direction from what was known as "old headquarters." Bradford is said to have replied that he would not surrender. Forrest told him that if he did not there would not be any quarter shown. They were in conference about fifteen minutes, during which time there was a cessation of firing. Bradford asked for one hour's time in which to confer with the commander of the gunboat. Forrest refused it; but I think there was a pause in actual hostilities of nearly that length of time. The rebels were busily engaged in plundering our hastily deserted encampment outside the fortifications, as well as robbing some of the stores below the hill. They were also massing their troops and placing them in eligible positions while the flag of truce was being considered. It is my opinion that they could never have gained the positions had they not done so under that flag of truce. They had already consumed seven or eight hours in attempting it with no success.

At about half-past two in the afternoon a large force of infantry came upon us from the ravine toward the east of where I stood. It seemed to come down Cold creek. They charged upon our ranks. Another large force of rebel cavalry charged from the south of east, and another force from the northward. They mounted the breastworks at the first charge where I stood. We fired upon them while upon the breastworks. I remember firing two shots while the enemy were upon the walls. The negro troops, frightened by the appearance of such numbers, and knowing they could no longer resist, made a break and ran down the hill, surrendering their arms as the rebels came down on our side of the fortifications. When we found there was no quarter to be shown, and that, white and black, we were to be butchered, we also gave up our arms and passed down the hill. It is stated that at this time Major Bradford put a white handkerchief on his sword point and waved it in token of submission; but it was not heeded if he did. We were followed closely and fiercely by the advancing rebel forces, their fire never ceasing at all. Our men had given signals themselves that they surrendered, many of them throwing up their hands to show they were unarmed and submitted to overwhelming odds.

I was about half way down the hill, partially secreted in a kind of ravine with Dr. Fitch, when I saw two men, white men, belonging to the 13th Tennessee cavalry, standing behind a stump on which they had fixed a white handkerchief, their hands thrown up. They asked for quarter. When they stood on their feet they were exposed, and I saw them shot down by rebel soldiers and killed. A captain of the rebel troops then came where we were and ordered all the federals, white and black, to move up the hill, or he would "shoot their G–d

d——d brains out." I started up the hill with a number of others, in accordance with the order. I was surrendered with our men. While going up I saw white men fall on both sides of me who were shot down by rebel soldiers who were stationed upon the brow of the hill. We were at the time marching directly toward the men who fired upon us. I do not know how many fell, but I remember to have seen four killed in this way. I also saw negroes shot down with pistols in the hands of rebels. One was killed at my side. I saw another negro struck on the head with a sabre by a rebel soldier; I suppose he was also killed. One more, just in front of me, was knocked down with the but of a musket. We kept on up the hill. I expected each moment to meet my fate with the rest. At the top of the hill I met a man named Cutler, a citizen of Fort Pillow. He spoke to a rebel captain about me, and we then went, under orders from the captain, to one of the stores under the hill, where the captain got a pair of boots. This was about 4 p. m. on Tuesday. The captain and Cutler and myself then left to find General McCullough's headquarters, where we were to report and be disposed of. The captain introduced me to a lieutenant and to a surgeon of the rebel army. The surgeon made me show him where goods could be found. The lieutenant got a saddle and bridle and some bits, and then we helped them to carry them to where their horses were outside of the fortifications. I also met Mr. Wedlin, a citizen, and he accompanied us. He helped the lieutenant to mount and pack his goods, and then he gave Wedlin and myself permission to depart, and instructed us as to the best means of escape.

I am positive that up to the time of the surrender there had not been more than fifty men (black and white) killed and wounded on the Union side. Of these, but about twenty had been among the killed. The balance of all killed and wounded on our side were killed and wounded after we had given undoubted evidence of a surrender, and contrary to all rules of warfare.

H. N. REVELLE.

Sworn to before me at Cairo, Illinois, this 17th day of April, 1864.

JNO. H. MUNROE,
Captain and A. A. Gen'l.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

Statement of Ann Jane Rufin.

I am the wife of Thomas Rufin, a member of the 13th Tennessee cavalry; was at Fort Pillow on Tuesday, the 12th day of April, A. D. 1864, and was removed to an island during the progress of the battle. Returned to Fort Pillow on Wednesday morning, the 13th of April, and saw the remains of a man lying upon the back, its arms outstretched, with some planks under it. The man had to all appearances been nailed to the side of the house, and then the building set on fire. I am satisfied that the body was that of Lieutenant John C. Akerstrom, second lieutenant company A, 13th Tennessee cavalry, who was on duty as quartermaster of the post of Fort Pillow. I was well acquainted with Lieutenant Akerstrom when living. After examining the body I walked around to a ditch where a large number of dead and wounded had been thrown and partially covered. I saw several places where the wounded had dug holes and attempted to get out, but had been unable to do so.

ANN JANE $\overset{\text{her}}{\underset{\text{mark.}}{\times}}$ RUFIN.

CAIRO, *April* 18, 1864.

Subscribed and sworn to before me this 18th day of April, 1864.

ISAAC M. TALMADGE,
Captain and District Provost Marshal.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

Statement of Mrs. Rebecca Williams.

I am the wife of William F. Williams, a private in the 13th Tennessee cavalry, company D.

I was at Fort Pillow on the Wednesday morning after the fight of Tuesday, the 12th of April, 1864, and saw the body of a man, which had the appearance of having been burned to death. It was pointed out to me as the body of Lieutenant John C. Akerstrom, of the 13th Tennessee cavalry. I know it was the corpse of a white man.

REBECCA her × mark. WILLIAMS.

CAIRO, *April* 18, 1864.

Subscribed and sworn to before me this 18th day of April, 1864.

ISAAC M. TALMADGE,
Captain and District Provost Marshal.

I, the undersigned, do certify that I also witnessed the same spectacle described by Mrs. Williams.

NANCY M. her × mark. HOPPER.

CAIRO, *April* 18, 1864.

Subscribed and sworn to before me this 18th day of April, 1864.

ISAAC M. TALMADGE,
Captain and District Provost Marshal.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

James R. Brigham, a resident of Fredonia, Chautauque county, New York, deposes and says:

He was and had been a clerk in a store at Fort Pillow over a year previous to the 12th April instant. On learning, early on the morning of the 12th instant, that the post was to be attacked by the confederates, he went immediately to the fort, and was engaged with a musket in defending the fort, when General Chalmers was repulsed twice. After this, I was detailed to carry wounded down the hill, on which the fort was situated, to the river bank, where, beside a large log, I raised a red flag as a sign of a hospital. The flag was made from part of a red flannel shirt. The last attack was made by General Forrest in person, who headed the column. Forrest was wounded in three (3) different places, and had his horse shot under him.

Major Booth, of the regular army, was in command. He was killed about 11 o'clock by a sharpshooter, when Major Bradford, of the 13th Tennessee regiment,

took command. Major Bradford was taken prisoner, and killed near Judge Green's, some six miles from the fort, while a prisoner.

When the confederates rushed into the fort, having taken advantage of a flag of truce to get their men close to the fort in a ravine and directly under the embankments, this force numbered some fifteen hundred, with a large reserve in sight. As soon as the confederates got into the fort, the federals threw down their arms in token of surrender, and many exclaimed, "We surrender." Immediately an indiscriminate massacre commenced on both black and white soldiers. Up to the time of the surrender, I don't think more than from twenty to twenty-five had been killed, and not more than fifteen wounded. I was taken prisoner, and when marching with other prisoners, black and white, I saw the confederates shoot and kill and wound both white and black federal prisoners. Some negroes were severely beaten, but still able to go along. We were taken a few miles into the country, when myself and a few others got relieved by General McCullough, on the ground of being private citizens. I saw General Forrest, and knew he was wounded, as before stated. There were from twenty-five to thirty black soldiers carried off as prisoners, and not over thirty to thirty-five white. All the rest of that faithful and heroic garrison, some five or six hundred in number, were killed or wounded in action, or murdered or wounded after the surrender. I saw officers as well as privates kill and wound prisoners, and heard them say, while held a prisoner with them in the country, that they intended taking the prisoners still further into the country, and make an example of them.

Captain Bradford, of the 13th Tennessee, was engaged with a blue signal flag in connexion with gunboat No. 7. Captain Bradford was ordered shot by General Forrest, who said "Shoot that man with the black flag." This was after the surrender. His body was literally shot to pieces. All, both black and white, fought manfully. I saw several negroes wounded, with blood running from their bodies, still engaged loading and firing cannon and muskets cheerfully. There was no giving way till fifteen hundred confederates rushed inside the fort. Most were killed outside the fort when prisoners. The fort was defended successfully for over eight hours by from 500 to 600 men against 3,500 to 4,000 barbarians. I heard confederate officers say it was the hardest contested engagement that Forrest had ever been engaged in. I heard officers say they would never recognize negroes as prisoners of war, but would kill them when evertaken. Even if they caught a negro with blue clothes on (uniform) they would kill him. Officers of negro troops were treated and murdered the same as negroes themselves.

After lying in the woods two days and nights, I was picked up by gunboat No. 7, some 5 or 6 miles below the fort.

On my return to the fort I saw and recognized the remains of Lieutenant Akerstrom; he had been nailed to a house and supposed burned alive.

There were the remains of two negroes lying where the house burned. I was told they were nailed to the floor. I also found a negro partially buried, with his head out of the ground, alive. I went for assistance and water for him; when I returned he was so near dead that no assistance could save him. We sat by him till he died.

I can recount but a small part of the barbarities I saw on that fatal day, when hundreds of loyal soldiers were murdered in cold blood.

JAS. R. BINGHAM.

Sworn before me at Cairo, Illinois, this 18th day of April, 1864.

JNO. H. MUNROE,
Assistant Adjutant General.

A true copy.

J. H. ODLIN,
Assistant Adjutant General.

CAIRO, ILLINOIS, *April* 23, 1864.

Elvis Bevel, being duly sworn, deposeth and says:

I am a citizen of Osceola, Arkansas. I was driven from my home by guerillas. I arrived at Fort Pillow, Tennessee, on the night of the 11th of April, 1864. I was at Fort Pillow during the engagement between the rebel forces under Forrest and Chalmers, and the United States garrison at that place, on the 12th of April instant, 1864. About sun-up, the alarm of rebels being in the fort was received at Major Booth's headquarters. I took a position where I could see all that was done by the rebel and United States forces. Deponent further saith: I saw the contraband camps in flames at different points. Could see the skirmishers of the rebels. Signals were given by Captain Bradford to Captain Marshal, of the navy, commanding gunboat No. 7, to shell them from post No. 1, which is in sight of the fort, which was done by Captain Marshall. About one hour after sunrise, brisk skirmishing began. The bullets from rebel infantry caused me to move from where I was, and take position behind a large stump near the fort. About nine o'clock I moved to the rear of the fort, where I could better see the rebels who swarmed the bluff.

The rebels were here so near the gunboat that the crew under Captain Marshall had to close their ports and use their small-arms. At one o'clock p. m the firing on both sides ceased. A flag of truce was sent from the rebel lines to demand an unconditional surrender. While the flag of truce was approaching the fort, I saw a battery of artillery moved to a better position by the rebels, and saw their sharpshooters approaching the fort from another quarter. At two o'clock the fight began again; about fifteen or twenty minutes after I saw a charge made by about two thousand on the breastworks and near it on the bluff. Sharp fighting took place inside the fort of about five minutes' duration. I saw their bayonets and swords. I saw the Union soldiers, black and white, slaughtered while asking for quarter; heard their screams for quarter, to which the rebels paid no attention. About one hundred left the fort and ran down the bank of the bluff to the river, pursued by the rebels, who surrounded them; in about twenty minutes, every one of them, as far as I could see, were shot down by the rebels without mercy.

I left at this time, getting on the gunboat. On Thursday, the 14th of April, I met Captain Farris, of Forrest's command, about six miles from Fort Pillow, at Plum point: his soldiers said they were hunting for negroes. I asked him if they took any prisoners at Fort Pillow. He said they took some of the 13th Tennessee, who surrendered, but no others.

ELVIS BEVEL.

Signed and sworn to before me this 23d day of April, A. D. 1864, at Cairo, Illinois.

C. B. SMITH,
Lieut. and A. A. A. G.

A true copy.

C. B SMITH,
Lieut. and A. D. C

Statement of Wm. B. Walker, company D, 13th Tennessee cavalry.

I hereby certify that I was at Fort Pillow, Tennessee, on the 12th day of the present month, when it was attacked by the confederates. I saw nothing more than has probably been related by a dozen others, until about the time of the panic and the retreat down the bluff by both white and black Union troops. We

were followed closely by the rebels, and shot down, after surrender, as fast as they could find us. One of the rebels, after I had given him up my money as he had ordered me, fired upon me twice, after I had surrendered, and while I begged for my life. One ball struck me in the left eye. The rebels had almost ceased firing upon us, when an officer came down and told them to "shoot the last d—d one of us," and "not to take one prisoner." He said it was the order of the general, (I could not hear the name plainly, but I think it was Chalmers.) Then the slaughter of the prisoners was resumed. I saw some six white and ten colored soldiers thus shot, long after they had surrendered, and while the negroes were on their knees begging to be spared.

his
WILLIAM B. × WALKER.
mark

Witness: WM. CLEARY,
2d Lieut. Co. B, 13th Tennessee Cavalry.

MOUND CITY, *Illinois, April* 23, A. D. 1864.

Sworn and subscribed to before me this 25th day of April, 1864, at Mound City, Illinois.

WM. STANLEY,
Lieutenant and Assistant Provost Marshal.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

Statement of Jason Lonan, company B, 13th Tennessee cavalry.

I do hereby certify that I was at Fort Pillow, Tennessee, on the twelfth (12th) of the present month, when it was attacked by the rebels under General A. B. Forrest. I was ordered into the fort at the commencement of the engagement. We kept up a continual fire on both sides until about 1 o'clock p. m., when a flag of truce was sent in, and firing ceased. While the flag of truce was being considered I saw the enemy plundering our evacuated quarters, and moving their forces up in large bodies, getting them in position. We had been driving them all the morning. They were at the same time placing their sharpshooters in the buildings we had occupied as barracks. The object of the flag of truce not having been agreed to, the firing again commenced. About one hour afterwards the enemy charged on our works in overwhelming numbers, and the negro soldiers, being panic-stricken, dropped their arms and ran down the bluff. The whites also, when they found there was to be no quarter shown, also ran down the bluff. The rebels ran after us, shooting all they came to, both black and white. I also certify that I was myself shot after I had surrendered, and while I had my hands up and was imploring them to show me mercy. They also shot Sergeant Gwalthney, of my company, while he was within ten feet of me, after he had given up his revolver, and while he had his hands up crying out for mercy. They took his own revolver and shot him with its contents twice through the head, killing him instantly. I also certify that I saw the rebels shoot, in all, six men who had surrendered, and who had their hands up asking quarter. I further certify that I saw the rebels come about on the ensuing morning, the 13th day of April, A. D. 1864, and despatch several of the colored soldiers of the 6th United States heavy artillery, who had survived their wounds received on the previous day.

his
JASON + LONAN.
mark.

Witness: WILLIAM CLEARY,
2d Lieut. Co. B, 13th Tenn. Vol. Cav.

MOUND CITY, ILLINOIS, *April* 23, 1864.

Sworn and subscribed to before me this 23d day of April, 1864, at Mound City, Illinois.

WM. STANLEY,
Lieutenant and Assistant Provost Marshal.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

Statement of Corporal Wm. P. Dickey, company B, 13th Tennessee cavalry.

I do hereby certify that I was at Fort Pillow, Tennessee, on the 12th day of April, A. D. 1864, when that place was attacked by the rebel General Forrest. I went into the fort at the commencement of the action. We kept up a continuous fire upon both sides until about 1 o'clock p. m., when a flag of truce was sent in by the rebels, and while it was being considered the firing was ordered to cease. I also certify that while this was going on I plainly saw the enemy consolidating their forces and gaining positions they had been endeavoring to gain without success. At the same time their men were plundering our deserted camp, and stealing goods from the quartermaster's depot, and from the stores of the merchants of the post. They also at the same time put their sharpshooters into our deserted barracks, whence they had fair view, and were in fair range of our little garrison. The firing recommenced after the flag of truce had retired. About one hour thereafter the rebels stormed our works. They had no sooner obtained the top of our walls when the negroes ran, and the whites, obtaining no quarter, ran after them. The rebels followed closely, shooting down all who came in the way, white and black. I also certify that I was myself shot by a rebel soldier after I had surrendered, and while I had my hands up begging for mercy. I also certify that I saw the rebels shoot down ten men, white soldiers, within ten paces of me, while they had their hands up supplicating quarter. I also certify that I saw twelve negro soldiers killed long after they had surrendered. I also certify that I saw the rebels throw several negroes into the river while they were begging for life. One rebel came to me and took my percussion caps, saying he had been killing negroes so fast that his own had been exhausted. He added that he was going to shoot some more. I also certify that I saw negroes thrown into the river by rebels, and shot afterwards, while struggling for life.

his
WM. P. + DICKEY.
mark.

Witness: WM. CLEARY,
2d Lieut. Co. B, 13th Tenn. Vol. Cav.

MOUND CITY, *April* 23, A. D. 1864.

Sworn and subscribed to before me this 23d day of April, 1864, at Mound City, Illinois.

WM. STANLEY,
Lieutenant and Assistant Provost Marshal.

A true copy.

C. B. SMITH,
Lieutenant and A. D. C.

MOUND CITY, *April* 25, 1864.

Statement of Sergeant William A. Winn, company B, 13th Tennessee cavalry volunteers.

I was in Fort Pillow on Tuesday, the 12th of April, 1864, when the attack was made by General Forrest upon that place. At the firing of the first gun I hastened on board the gunboat, as I had been wounded some time before and could not fight. The first thing I saw afterwards was the rebel sharpshooters on the top of the hill and ours at quartermaster's department, firing at each other, and the rebels were also firing at the gunboat. The next thing I saw was a flag of truce come in, which was in waiting some half an hour. This was about one o'clock p. m., and as soon as it started back, the enemy immediately started up the hill on the double-quick, not waiting for the flag of truce to return. As soon as they came close to the fort and had their sharpshooters distributed through our barracks, (which were just outside the fort,) they opened fire upon the garrison, and then charged the works. Those troops which I saw came from the direction that the flag of truce did. I saw our men run down the bluff, the rebels after them, shooting them down as fast as they came up with them. I saw twelve or fifteen men shot down after they had surrendered, with their hands up begging for mercy. Next I saw them turn their cannon on us (the boat) and throw several shells at the boat, trying to sink her, but she steamed up the river, out of range, leaving behind us a scene of cold-blooded murder too cruel and barbarous for the human mind to express.

W. A. WINN.

Sworn and subscribed to before me this 25th day of April, 1864.

WM. STANLEY,
Lieutenant and Assistant Provost Marshal.

A true copy.

C. B. SMITH, *Lieutenant and A. D. C.*

MOUND CITY, *April* 18, 1864.

Statement of William F. Mays, company B, 13th Tennessee cavalry.

I was at Fort Pillow on the 12th of April, 1864, and engaged in the fight there. The pickets were driven in about six o'clock a. m., when skirmishers were thrown out to ascertain the position and number of the enemy. The contraband camp was then discovered to be on fire, and the firing of small-arms was heard in the same direction. The skirmishing lasted about one hour, when our skirmishers were gradually drawn back towards the fort on the bluff. They then attacked the fort. Two assaults were made by them, and both repulsed. This was about eleven or twelve o'clock a. m., when a flag of truce was sent in, demanding a surrender. While the flag was being received and the firing suspended, the enemy were moving their forces into position, and occupied one position which they had been fighting to obtain all day, but had not been able to gain, except under the protection of a flag of truce. It was from this position they made their heaviest assault, it being impossible to bring our artillery to bear upon them.

Question. Do you believe they could have taken the fort or that particular position had they not done so under cover of the flag of truce?

Answer. I do not. They had been kept from it for six hours.

Question. What further took place? Go on with your statement.

Answer. In about five minutes after the disappearance of the flag of truce, a general assault was made upon our works from every direction. They were kept at

bay for some time, when the negroes gave way upon the left and ran down the bluff, leaving an opening through which the rebels entered and immediately commenced an indiscriminate slaughter of both white and black. We all threw down our arms and gave tokens of surrender, asking for quarter. (I was wounded in the right shoulder and muscle of the back, and knocked down before I threw down my gun.) But no quarter was given. Voices were heard upon all sides, crying, "Give them no quarter; kill them; kill them; it is General Forrest's orders." I saw four white men and at least twenty-five negroes shot while begging for mercy; and I saw one negro dragged from a hollow log within ten feet of where I lay, and as one rebel held him by the foot another shot him. These were all soldiers. There were also two negro women and three little children standing within twenty-five steps from me, when a rebel stepped up to them and said, "Yes, God damn you, you thought you were free, did you," and shot them all. They all fell but one child, when he knocked it in the head with the breech of his gun. They then disappeared in the direction of the landing, following up the fugitives, firing at them wherever seen. They came back in about three-quarters of an hour, shooting and robbing the dead of their money and clothes. I saw a man with a canteen upon him and a pistol in his hand. I ventured to ask him for a drink of water. He turned around, saying, "Yes, God damn you, I will give you a drink of water," and shot at my head three different times, covering my face up with dust, and then turned from me, no doubt thinking he had killed me, remarking, "God damn you, it's too late to pray now," then went on with his pilfering. I lay there until dark, feigning death, when a rebel officer came along, drawing his sabre and ordered me to get up, threatening to run his sabre into me if I did not, saying I had to march ten miles that night. I succeeded in getting up and got among a small squad he had already gathered up, but stole away from them during the night, and got among the dead, feigning death for fear of being murdered. The next morning the gunboat came up and commenced shelling them out, when I crawled out from among the dead, and with a piece of paper motioning to the boat, she came up and I crawled on board.

his
WM. F. + MAYS.
mark.

Sworn and subscribed to before me this 27th day of April, 1864.

WM. STANLEY,
Lieutenant and Assistant Provost Marshal.

A true copy.

C. B. SMITH, *Lieutenant and A. D. C.*

Official statement of facts connected with the attack, defence, and surrender of the United States military post at Union City, Tennessee, on the 24th of March, 1864.

CAIRO, ILLINOIS, *April* 4, 1864.

On the 23d of March it was generally understood at the said post that at least a portion of the rebel General Forrest's command were advancing on us. At about eight o'clock p. m. of that day the advance of the enemy were seen and fired upon, near Jacksonville, six miles from Union City, by a small scouting party sent in that direction from our post. This party reported the facts immediately to Colonel Hawkins, of the 7th Tennessee cavalry, who was commander of the post.

The picket guard was then doubled, and two or three companies were ordered to keep their horses saddled during the night.

I was notified at 4.30 a. m. of the 24th of March to order my horses saddled. About five o'clock firing commenced all around the line of pickets. The main part of company B, Captain Martin, were abreast, and a part of company I, also, I think. The remaining force, about 500 strong, were distributed around at the breastworks. The pickets were driven in, with a loss of two killed and several wounded. About 5.30 a. m. a cavalry charge was made from the south side. It was repulsed with but little difficulty. The same were immediately dismounted and charged again, this time coming within twenty or thirty yards of the breastworks. They were repulsed again, and with considerable loss this time. Immediately following this another charge was made in front, from the northwest, and again repulsed. Immediately following this, the fourth charge, and last, was made from the northeast, which charge confronted my company, and were repulsed again with loss. This charge was made at about 8 a. m. About this time the colonel came to this part of the works; I remarked to him that it was my opinion the rebels were defeated in their first programme; that they would either leave the field or assemble and make a consolidated charge. Our troops were in fine spirits. Sharpshooting lasted till 9.30 a. m., when an escort, with a flag of truce, approached my position. I sent notification to Colonel Hawkins of the approaching truce flag, and then advanced in person and halted the truce escort two hundred yards from the defences. Then Colonel Hawkins came; a document was handed him, the contents of which I know not. At this time the rebel troops were in full view, in the logs and stumps. The truce escort retired, and in twenty minutes after again came. I again halted them on the same ground as before, and remained with them during this interview. This time an order was handed to Colonel Hawkins, which I read. As near as I can remember, it read as follows:

"HEADQUARTERS CONFEDERATE STATES FORCES,
"*In the Field, March* 24, 1864.

"*Commanding Officer United States Forces, at Union City, Tennessee:*

"SIR: I have your garrison completely surrounded, and demand an unconditional surrender of your forces. If you comply with the demand, you are promised the treatment due to prisoners of war, according to usages in civilized warfare. If you persist in a defence, you must take the consequences.

"By order of

"N. B. FORREST, *Major General.*"

Then followed a council of our officers, in which a large majority violently opposed any capitulation whatever with the enemy. Notwithstanding this, the colonel made a surrender at 11 a. m., which, to the best of my knowledge and belief, was unconditional. No artillery was seen or used. The surrendered troops were very indignant on hearing of the surrender. Only one man had been killed and two or three wounded inside of the works. It was generally believed to be a rebel defeat. Our troops, after grounding arms, were marched away on foot. The rebel troops were commanded by Colonel Duckworth, and as nearly as I could estimate them, there were 800.

A list of prisoners was made on the 26th, at Trenton, which numbered 481, including ten of Hardy's men and a few of the 24th Missouri infantry, who were doing provost duty.

T. P. GRAY,
Captain, Company C, 7th Tennessee Cavalry.

HEADQUARTERS POST OF PADUCAH,
Paducah, Kentucky, April 6, 1864.

SIR: I have the honor to report in relation to the late engagement with the rebel General Forrest. On the 25th instant my scouts came in at about 12 o'clock m., bringing no news of the enemy's whereabouts. I immediately ordered out others, and directed them to proceed on the Mayfield road. They had gone but three miles when they were met by Forrest's advance guard, who fired upon them. They hurriedly fell back and gave the alarm, and in less than ten minutes after they reported, the enemy were driving in my pickets, who opened a skirmish-fire and fell back to Fort Anderson, according to previous instructions. I immediately ordered the little force under my command to double-quick to the fort, which order was promptly obeyed; yet, before they could reach there, such was the impetuosity of the attack, that their rear was fired into by the enemy.

At 2 p. m. the enemy took position surrounding the fort, and a sharp fight commenced, which in a few minutes became furious, and continued for about one hour, when it was announced that a flag of truce was approaching. I immediately ordered my men to cease firing, and sent out to meet the bearer, from whom I received the following demand for a surrender:

"HEADQUARTERS FORREST'S CAVALRY CORPS,
"*Paducah, Kentucky, March* 25, 1864.

"COLONEL: Having a force amply sufficient to carry your works and reduce the place, and in order to avoid the unnecessary effusion of blood, I demand the surrender of the fort and troops, with all public property. If you surrender, you shall be treated as prisoners of war; but if I have to storm your works, you may expect no quarter.

"N. B. FORREST,
"*Major General, Commanding Confederate Troops.*

"Colonel HICKS,
"*Commanding Federal Forces at Paducah.*"

To which I replied as follows:

"HEADQUARTERS POST OF PADUCAH,
"*Paducah, Kentucky, March* 25, 1864.

"I have this moment received yours of this instant, in which you demand the unconditional surrender of the forces under my command. I can answer that I have been placed here by my government to defend this post, and in this, as well as all other orders from my superior, I feel it to be my duty as an honorable officer to obey. I must, therefore, respectfully decline surrendering as you may require.

"Very respectfully,

"S. G. HICKS,
"*Colonel, Commanding Post.*

"Major General N. B. FORREST,
"*Commanding Confederate Forces.*"

While the flag of truce was near the fort, and during its pendency, the enemy were engaged in taking position and planting a battery. As soon as the answer was returned they moved forward, and our forces opened on them, and the fight became general. They attempted to storm our works, but were repulsed. They rallied and tried it again, and met the same fate. They made a third effort, but were forced to abandon their design. It was in this last struggle that Brigadier A. P. General Thompson (confederate) was killed.

I now discovered, on examination, that my ammunition was growing short, and out of 30,000 rounds, (the amount we commenced the fight with,) 27,000 had been already expended. In this emergency I ordered the remainder to be equally distributed; the men to fix their bayonets; to make good use of the ammunition they had, and, when that was exhausted, to receive the enemy on the point of the bayonet, feeling fully determined never to surrender while I had a man alive. When this order was repeated by the officers to their respective commands, it was received with loud shouts and cheers.

The enemy's sharpshooters in the mean time got possession of the houses around and near the fort, from which position they picked off some of my gunners, shooting nearly all of them in the head.

Towards dark the enemy took shelter behind houses, in rooms, and hollows, and kept up a scattering fire until half past 11 o'clock, when it entirely ceased, and the rebel general withdrew his command out of the range of my guns, and went into camp for the night.

On the morning of the 26th the enemy again made a demonstration by surrounding the fort in the distance. As soon as I discovered this, I ordered Major Barnes, of the 10th Kentucky cavalry, to send out squads to burn all the houses within musket range of the fort, from which the sharpshooters had annoyed us the day previous.

While the houses were burning General Forrest sent in a second flag of truce, with the following communication:

"HEADQUARTERS FORREST'S CAVALRY CORPS,
"*Near Paducah, Kentucky, March* 26, 1864.

"SIR: I understand you hold in your possession in the guard-house at Paducah a number of confederate soldiers as prisoners of war. I have in my possession about thirty-five or forty federal soldiers who were captured here yesterday, and about five hundred who were captured at Union City. I propose to exchange man for man, according to rank, so far as you may hold confederate soldiers.

"Respectfully, N. B. FORREST,
"*Major General, Commanding Confederate Forces.*

"Colonel S. G. HICKS,
"*Commanding Federal Forces at Paducah, Ky.*"

In answer to which I sent the following:

"HEADQUARTERS POST OF PADUCAH,
"*Paducah, Kentucky, March* 26, 1864.

"SIR: I have no power to make the exchange. If I had, I would most cheerfully do it.

"Very respectfully, S. G. HICKS,
"*Colonel 40th Illinois Infantry, Com'dg Post.*

"Major General N. B. FORREST,
"*Commanding Confederate Forces.*"

With the above General Forrest sent a list of the names of the prisoners captured, (!) all of whom, with one exception, were convalescents in the general hospital, and too feeble to get to the fort.

The following troops composed my command during the fight:

Companies C, H, and K, 122d Illinois infantry, commanded by Major J. F. Chapman, one hundred and twenty men; 16th Kentucky cavalry, Major Barnes commanding, two hundred and seventy-one men; 1st Kentucky heavy artillery, (colored,) two hundred and seventy-four men, commanded by Lieutenant R. D. Cunningham, of the 2d Illinois artillery, making a total of six hundred and sixty-five men.

Opposed to this was the rebel force under the command of Generals Forrest, Buford, J. G. Harris, and A. P. Thompson, of six thousand five hundred men.

The casualties of my command were fourteen killed and forty-six wounded.

The enemy's loss, according to the most reliable information that I can obtain, was three hundred killed and from one thousand to twelve hundred wounded. His killed and wounded may be safely set down at fifteen hundred.

General Forrest admitted, in conversation with some of his friends in this city, that in no engagement during the war had he been so badly cut up and crippled as at this place.

Our loss in government stores was inconsiderable. The quartermaster's depot, a temporary wooden building, was burned, and in consequence thereof a small lot of quartermaster's property was lost. Our commissary stores, and most of our government horses, mules, wagons, &c., were saved.

In justice to the officers and soldiers under my command, allow me to say they acted *well* their part, proving themselves worthy of the great cause in which they are engaged, and all deserving of the highest praise.

The three companies of the 122d Illinois were the only portion of my command that had ever been under fire before.

And here permit me to remark that I have been one of those men who never had much confidence in colored troops fighting, but those doubts are now all removed, for they fought as bravely as any troops in the fort.

The gunboats Peosta, Captain Smith, and Paw Paw, Captain O'Neal, were present and rendered valuable aid in shelling the city and operating on the flank of the enemy as they surrounded the fort.

A list of the names of the killed and wounded I will furnish hereafter.

Respectfully submitted.

S. G. HICKS,
Colonel 40th Illinois Infantry, Commanding Post.

Captain J. H. ODLIN,
Assistant Adjutant General.

HEADQUARTERS CONFEDERATE STATES,
Before Columbus, Kentucky, April 13, 1864.

Fully capable of taking Columbus and its garrison by force, I desire to avoid the shedding of blood, and therefore demand the unconditional surrender of the forces under your command. Should you surrender, the negroes now in arms will be returned to their masters. Should I, however, be compelled to take the place, no quarter will be shown to the negro troops whatever; the white troops will be treated as prisoners of war.

I am, sir, yours,

A. BUFORD, *Brigadier General.*

The COMMANDING OFFICER
United States Forces, Columbus, Kentucky.

HEADQUARTERS OF THE POST,
Columbus, Kentucky, April 13, 1864.

GENERAL: Your communication of this date to hand. In reply, I would state that, being placed by my government with adequate force to hold and repel all enemies from my post, surrender is out of the question.

I am, general, very respectfully,

WILLIAM HUDSON LAWRENCE,
Colonel 34th New Jersey Volunteers, Commanding Post.

Brigadier General A. BUFORD,
Commanding Confederate Forces before Columbus, Ky.

The following affidavit was furnished, at the request of the committee, by General W. S. Rosecrans, from St. Louis:

"HEADQUARTERS DEPARTMENT OF THE MISSOURI,
"*Saint Louis, April* 26, 1864.

"Respectfully forwarded to Hon. B. F. Wade, Cairo, Illinois, chairman congressional Committee on Conduct of the War.

"W. S. ROSECRANS,
"*Major General, Commanding.*
"By O. D. GREEN, *A. A. G.*,
"*Absence of General.*"

Statement of Edward B. Benton, upon oath, relative to the massacre by the confederate troops under General Forrest, at Fort Pillow, Tennessee.

I was born in Waltham, Vermont.

Question. Where have you resided last?

Answer. I was in Missouri engaged in furnishing beef to the government troops on the North Missouri railroad until a year ago last July. I then went down to Fort Pillow, and have been there ever since.

Question. What was your business there?

Answer. I owned 215 acres of the fort, bordering on the river, and the very land we fought on. I was putting in 100 acres of cotton just outside the fortifications, which was my principal business.

Question. You lived outside the fort?

Answer. Yes, sir—slept there. I was in the fort every day; it was only about a mile from the landing—not a mile from the fortifications.

Question. Just say when you saw Forrest's men; the day and the time of day, and what you did.

Answer. On Tuesday morning, the 12th of this month, I was awakened about five o'clock, or half past five, by a little darkey boy, who came up to my room and says: "Oh, Mr. Benton, all of Forrest's men have come, and they are just going into the fort. What will I do?" I got out of bed and looked out of the window towards the fort, and saw about three or four hundred of Forrest's men drawn up in line, and some one was making a speech to them, which was answered by cheering. They cheered, and then the pickets fired. I put some things in my valise and started for the fort in a roundabout way, and got in, by running the pickets, about six o'clock, and went immediately to Major Booth and asked for a gun, and took my stand with the soldiers inside the breastworks, where I remained and shot at every person of Forrest's men that I could get a chance at, firing forty-eight shots in all, until the flag of truce was sent in.

Question. About what was the time of day it came in?

Answer. It came in about two o'clock, I should think—half past one or two o'clock in the afternoon.

Question. Had they made any attack then?

Answer. Oh, yes, sir.

Question. Had they tried to carry the fort by storm and been repulsed?

Answer. At one time the confederate troops had all disappeared.

Question. Were four hundred all there were there?

Answer. Those were all I saw there. This was when they first made their appearance when I first saw these four hundred. After getting into the fort we saw more than a thousand coming in at the different passes, and the sharpshooters were stationed on every hill on every side of us except the river side.

Question. Do you recollect how many attacks they made to carry the fort before the flag of truce came?

Answer. It is not proper to call their fighting but one attack upon the fort, although they all, or nearly all, seemed to be driven outside the outside works at one time, and soon came back fighting harder and in greater force than before.

Question. Did they use artillery?

Answer. Yes, sir. They did not hurt us with that; they shot at the gunboats.

Question. When the flag of truce came in did they make any disposition of their troops around the fort there?

Answer. Yes, sir; after the flag of truce was sent in and the firing ceased they came up on all sides to within ten yards of the very embankments that screened us.

Question. While the flag of truce was waiting?

Answer. Yes, sir; more especially on the northern side, just under the bank looking towards Coal Creek.

Question. How long was that flag inside of our lines?

Answer. One hour was the time. I suppose it was all of an hour.

Question. Do you know the nature of it?

Answer. It was for an unconditional surrender.

Question. It was refused by Major Booth?

Answer. By Major Bradford, yes, sir. Major Booth had been killed. He asked for time to consult with the gunboat, and finally returned the answer that there was none of Hawkins's men there, and he never would surrender.

Question. Did not Major Bradford make any protest against troops coming up under the flag in that way?

Answer. I don't know, sir.

Question. When the flag went back did they commence firing again?

Answer. Yes, sir.

Question. Kept it up for how long?

Answer. They commenced firing again, but the firing didn't last fifteen minutes. Up to this time there had not been twenty killed on our side.

Question. What was the strength of the garrison?

Answer. 580, I think, just.

Question. How many of these were negroes?

Answer. About 380—nearly 400—I don't know exactly to a man.

Question. How many citizens besides yourself?

Answer. William W. Cutler, of Chicago, and a young man by the name of Robinson; he was a soldier but in citizen's clothes, and got off on that plea.

Question. The second flag that came in—about how long was it after the first?

Answer. Well, there was no *second* flag of truce, except the one. There was no firing in the interim.

Question. Was there no firing while the first was in?

Answer. No, sir, not a single shot fired on either side. After the flag of truce had been rejected, or the surrender had been rejected, they were so close to the fort that about 3,000 of them just sprang right in, and the whole garrison threw down their arms at once. The bigger portion of the darkeys jumped down the bank towards the Mississippi river, without any arms at all, and were followed by Forrest's men and shot indiscriminately, black and white, with handkerchiefs held over them in a great number of instances—as many as fifty I should think.

Question. Did you see any of those prisoners formed in line and shot down?

Answer. Yes, sir.

Question. How many?

Answer. They were collected at least four different times.

Question. How long a line?

Answer. Well, it was more in a collection than it was properly in a straight

line. There was a line probably as long as this room, or longer—about thirty or thirty-five feet.

Question. These lines were scattered by rebel shots several times?

Answer. They were.

Question. These men were unarmed?

Answer. Unarmed; no arms of any description, and they holding up both hands begging for quarter.

Question. Were you put in the line?

Answer. No, sir; I was not. It was attempted to put me in line, but I clung to a man who tried to shoot me, but I caught his gun and prevented him, and he took my money from me, some seventy dollars, and ordered me into line, raising his gun to strike me; and as I came to the line the captain made a feint to strike me with his sword, and told me to give him my pocket book, which I did, and as he turned to look after others, I sprang away and clung close to this man that had just taken my money. I said to him that he had taken all my money, and he must keep me from being shot like a dog, as I was a citizen, and had nothing to do with the fight. He abused me in every way by bad language, saying that we had fought them like devils, and tried to kill all of Forrest's men, until we came to the back of the stores, where he gave me a soldier's coat and told me to wait a moment until he could step in and steal his share. As soon as I was left I took some clothing, a saddle blanket, and halter that were there and started out of the fort as one of Forrest's men, but on the way I saw three persons shot—mulattoes and blacks—shot down singly in cold blood. I succeeded in getting over the fortifications and hid under fallen timber, where I remained until dark. After dark I attempted to go towards Hatchie River bottom, but the fallen timber being so bad I got lost, and wandered near the Pass No. 2, leading out of the fort, inside of it, where I could see all, where I laid until the next day about two o'clock. I heard fifty-one or fifty-two shots fired singly at different times within the fort during that time, and screams and cheers. About two o'clock the dogs were getting so close to me that I knew they were on my track.

Question. What do you mean by the dogs?

Answer. Hunting out people everywhere. They have dogs.

Question. They had bloodhounds?

Answer. Yes, sir. I left the most of my clothing and hastened down a ravine in the timber, and kept on through the ravines till I came to the Coal Creek bottom, some mile and a half, and swam across. Finally, I succeeded in getting to the island. I had to swim across the river and a bayou That is all that I saw. Oh! I was there at the fort two days after the battle and saw the remains of burned persons; helped to bury one of the dead that I saw shot in cold blood lying right where he was left, and saw many of them, white and black, all buried together, and a number, three days afterwards, not buried.

Question. How many did you see shot in this way?

Answer. I should think probably about two hundred.

Question. It was an indiscriminate butchery, was it?

Answer. Yes, sir. There were about fifteen or twenty that lay close in one pile, huddling together, shot after they were wounded.

Question. Some white soldiers shot after they were wounded?

Answer. Yes, sir, with the hospital flag flying, and they holding white handkerchiefs over their heads. I saw at least ten soldiers shot individually with white handkerchiefs over their heads. They tore off pieces of their shirts—anything they could get—for flags of truce and to denote surrender.

Question. You say these men were shot down in hospital, with hospital flag flying?

Answer. Yes, sir, lying right down under it—not up walking at all. Every man lying near me was killed—lying close to me and on me. Two lay over

me, because they kept piling themselves right up on top close under the bank. It was just down under the brow of the hill. A great many were lying in the water and were shot. Trees that were lying one end in the water and the other on shore, they would just go over on the other side of them and hide in the water, and the rebels would go over and shoot them.

Question. Your citizen's clothes saved you?

Answer. Yes, sir; I told them I had nothing to do with them. They robbed every citizen, taking off most of their clothing.

Question. How much did they take from you?

Answer. Seventy dollars.

Question. You say you were robbed twice.

Answer. Yes, once by the captain of the company and once by the private. I carry my money in my vest pocket always, and had my pocket-book in my pocket with notes in it.

Question. That was what you gave to the captain, wasn't it?

Answer. Yes, sir.

Question. And the seventy dollars in money to the soldier?

Answer. Yes, sir. He asked, "Give me your money," and the other for the pocket-book.

Question. You say they had bloodhounds; did you see any of them?

Answer. Yes, sir; and not only I but others saw them. One other, Mr. Jones, was treed by them, and staid there a long time.

Question. What Jones was that?

Answer. I don't know his given name. He lives on Island 34. I can find out his name. He is not any too good a Union man, but is rather southern in his feelings.

Question. State about Bradford's death—when he was shot. What was done? Was he wounded before the surrender?

Answer. No, sir; but it was reported by very reliable persons that Bradford was shot and hung near Covington, in Hatchie River bottom.

Question. Who told you this?

Answer. This same Jones; and there were some darkeys came in to the gunboat and said that. Darkey evidence is very correct there. You might not think it worth while to take their evidence, but it is a great deal more to be relied upon than the southern evidence there. I might state that I was inquired after by a large number of officers, and it was said they would hang me on a flag-pole.

Question. What for?

Answer. From the fact that I employed government darkeys from Colonel Phillips, at Memphis.

Question. On your plantation?

Answer. Yes, sir. And they shot all my horses unfit for cavalry.

Question. Did they shoot your darkeys?

Answer. I understand they did, and burned them all. I understand they took one yellow woman, and two or three boys escaped that I tried to take to the fort with me in the morning to help fight. The balance, a darkey whose name I don't know, said they were killed and burned in the house.

Question. You did not go back there, then?

Answer. I did not go back there. That is only what is told me. It was told me by persons who were hid right near, and I saw persons bury the bodies after they were burned.

Question. Where?

Answer. In the fort, sir—burned in the house.

Question. In connexion with the fort buildings?

Answer. Yes, sir, and out on timber. There was a large number of them burned in the buildings, but they had been buried the day before.

Question. You say there were 580 men, you think, in the fort?

Answer. Yes, sir.

Question. How many do you suppose escaped?

Answer. Well, I know there were not more than 100 as they marched out there surrounded by the other troops, and I would not think there were fifty of them. There were five darkeys in Cairo hospitals who were buried alive. Two of them have died since they got there.

Question. Did you see any of these men buried alive?

Answer. No, I did not; but they are facts that can easily be proved by the darkeys—the darkeys themselves—and those who saw it done, and saw the quartermaster burned, too.

EDWARD B. BENTON.

Subscribed and sworn to before me this 22d April, 1864.

ISAAC J. DODGE,
Lieutenant and Assist. Paymaster General, Department of Missouri.

In consequence of some portions of the evidence of General Brayman and Colonel Lawrence, which, unexplained, might impeach the good conduct of General Shepley, Mr. Gooch, of the sub-committee, telegraphed to General Shepley, giving him the substance of the testimony relating to himself, and asking him to forward to the committee any explanation he might deem necessary in writing. The following communication was received from General Shepley, and the testimony of Captain Thornton, an officer of his staff, was taken. The sub-committee deemed the explanation therein contained to be entirely satisfactory, and directed that the following communication and testimony be incorporated with the testimony in relation to Fort Pillow.

HEADQUARTERS DISTRICT OF NORFOLK AND PORTSMOUTH,
Norfolk, Virginia, May 7, 1864.

SIR: I have the honor respectfully to forward by Captain C. C. G. Thornton, 12th Maine volunteers, now acting on my staff, a statement in reply to the communication I had the honor to receive by telegraph.

Captain Thornton was on the Olive Branch, and is subject to examination by the committee.

I have the honor to be, with great respect, your obedient servant,

G. F. SHEPLEY,
Brigadier General, Commanding.

Hon. D. W. GOOCH,
Of Committee on Conduct of the War.

HEADQUARTERS NORFOLK AND PORTSMOUTH,
Norfolk, Virginia, May 7, 1864.

SIR: At my own request having been relieved from duty as military governor of Louisiana, and ordered to report for duty to the commanding general of the army, I left New Orleans, on the evening of the 6th of April, as a passenger in the Olive Branch, a New Orleans and St. Louis passenger steamer *not in the service of the government*, but loaded with male and female passengers and cargo of private parties. The steamer was unarmed, and had no troops and no muskets for protection against guerillas when landing at wood yards and other places.

The boat stopped at Vicksburg, and I went ashore. When I returned to the boat as she was about leaving, I found that a detachment of a portion of the men of two batteries—one Ohio and one Missouri—belonging to the 17th army

corps, with the horses, guns, caissons, wagons, tents, and baggage of the two batteries, had been put on board, with orders, as I afterwards learned on inquiring, to report to General Brayman, at Cairo.

The horses occupied all the available space, fore and aft, on the sides of the boilers and machinery, which were on deck. The guns, caissons, baggage wagons, tents, garrison and camp equipage, were piled up together on the bows, leaving only space for the gang plank.

The men had no small arms, so that when the boat landed, as happened in one instance at a wood yard where guerillas had just passed, the pickets thrown out to prevent surprise were necessarily unarmed.

As the boat was approaching, and before it was in sight of Fort Pillow, some females hailed it from the shore, and said the rebels had attacked Fort Pillow, and captured two boats on the river, and would take us if we went on.

The captain of the Olive Branch said they had probably taken the Mollie Able, which was due there about that time from St. Louis.

He turned his boat, saying he would go back to Memphis.

I objected to going back; stopped the boat below the next point; hailed another smaller steamer without passengers which I saw approaching, and ordered it alongside. I ordered the captain of this boat to cast off the coal barges he had in tow, and take me on board with a section of a battery to go to Fort Pillow.

While he was trying to disencumber his boat of the coal barges, another boat, better for the purpose, (the Cheek,) hove in sight. Finding I could get her ready quicker than the other, I had her brought alongside, and went aboard myself with Captain Thornton, of my staff, and Captain Williams, the ranking officer of the batteries.

Before we could get the guns on board, *a steamer with troops* hove in sight *coming down the river* from Fort Pillow.

We could not distinguish at first whether they were Union or rebel soldiers.

I asked Captain Pegram, of the Olive Branch, if the story of the women turned out to be true, and the rebels had the steamer, could his boat sink her. Captain Pegram replied, "Yes, my boat can run right over her." I ordered him to swing out into the stream to be ready for her. When she approached we saw *United States infantry soldiers on board that had just passed the fort.* She kept on going rapidly down with the current, only hailing the Olive Branch: "*All right up there; you can go by. The gunboat is lying off the fort.*"

This steamer was the Liberty. We then proceeded up the river in the Olive Branch. Near Fort Pillow some stragglers or guerillas fired from the shore with musketry, aiming at the pilot-house.

I was then in the pilot-house, and, as we kept on, I observed that one of the two other boats I have mentioned, which followed us at some distance, was compelled to put back. The Olive Branch kept on to report to the gunboat on the station.

An officer came off from the gunboat, in a small boat, and said he did not want any boat to stop; ordered us to go on to Cairo, and tell captain (name not recollected) to send him immediately four hundred (400) rounds of ammunition. There was no firing at the fort at this time.

The Union flag was flying, and after we had passed the fort we could see a "flag of truce" outside the fortifications.

No signal of any kind was made to the boat from the fort, or from the shore.

No intimation was given us from the gunboat, which had the right to order a steamer of this description, other than the order to proceed to Cairo, to send down the ammunition.

From the fact that the Liberty had just passed down the river from the fort, with troops on board; from her hailing us *to go by*, and continuing her course

down the river without stopping; that no signal was made the Olive Branch from the fort on the shore, and no attack was being made on the fort at the time; that the officer of the gunboat said he did not want any boats to stop, and ordered the captain of the Olive Branch to go on, and have ammunition sent down to him by first boat, I considered, and now consider, that the captain of the Olive Branch was not only justified in going on, but bound to proceed.

The Olive Branch was incapable of rendering any assistance, being entirely defenceless. If any guns could have been placed in position on the boat, they could not have been elevated to reach sharpshooters on the high steep bluff outside the fort.

A very few sharpshooters from the shore near the fort could have prevented any landing, and have taken the boat. We supposed the object of the rebels was rather to seize a boat, to effect a crossing into Arkansas, than to capture the fort. We had no means of knowing or suspecting that so strong a position as Fort Pillow had not been properly garrisoned for defence, when it was in constant communication with General Hurlbut at Memphis.

The Olive Branch had just left Memphis, General Hurlbut's headquarters, where it had been during the previous night. If it had not been for the appearance of the Liberty, I should have attempted a landing at Fort Pillow in the small steamer. If any intimation had been given from the gunboat, or the shore, I should have landed personally from the Olive Branch. The order given to the contrary prevented it.

Coming from New Orleans, and having no knowledge of affairs in that military district, I could not presume that a fort, with uninterrupted water communication above and below, could possibly be without a garrison strong enough to hold it for a few hours.

I write hastily, and omit, from want of time, to state subsequent occurrences at Fort Columbus and Cairo, except to say that, at Fort Columbus, in front of which Buford then was demanding a surrender, I stopped, started to ride out to the lines, met Colonel Lawrence, the commanding officer, coming in from the front to his headquarters. Offered to remain, with the men on board.

Colonel Lawrence said he was in good condition to stand any attack; could communicate with General Brayman; had already taken four hundred (400) infantry and one battery from the L. M. Kennett, which had just preceded us, and left six hundred (600) men, and another, or other batteries, on board, which he did not need. He declined the proffered assistance, as not needed, and immediately on arrival at Cairo I reported all the information in my possession to General Brayman, in command, who was about leaving for Columbus.

Captain Thornton, 12th Maine volunteers, a gallant officer, distinguished for his bravery at Ponchitoula, where he was wounded and left in the hands of the enemy, was on board the Olive Branch, and will take this communication to the committee.

I respectfully ask that he may be thoroughly examined as to all the circumstances.

I am conscious that a full examination will show that I rather exceeded than neglected my duty.

I have the honor to be, with great respect, your obedient servant,

G. F. SHEPLEY,
Brigadier General, Commanding.

Hon. D. W. Gooch,
Of Committee on Conduct of the War.

WASHINGTON, D. C., *May* 9, 1864.

Captain Charles C. G. Thornton, sworn and examined.

By the chairman:

Question. What is your rank and position in the army?

Answer. I am a captain, and aid on General George F. Shepley's staff.

Question. Were you with General Shepley when he passed Fort Pillow, about the time of the capture of that place?

Answer. Yes, sir.

Question. Will you state what occurred there, and the reason, if any, why you did not stop there to aid the garrison?

Answer. We were passengers on the boat Olive Branch, which left New Orleans on the 6th of April, without troops. On arriving at Vicksburg, parts of two batteries—a Missouri and an Ohio battery—were put on board. I do not know the exact number of men, but I should think that perhaps there were 120 men with the two batteries. The men had no small-arms whatever—no arms but the guns of their batteries. We stopped at a place to take in wood, where we were told the guerillas had just passed, and we threw out pickets to keep from being surprised. We were unable to arm those men with anything whatever, and merely stationed them so that we should not be surprised, but have an opportunity of getting on board the boat and leave. Upon arriving within three miles—perhaps two and a half miles—of Fort Pillow, some women on shore hailed us and told us that Fort Pillow was captured with two transports or steamers, and motioned to us to return. The captain of the boat turned about for the purpose of returning to Memphis, but General Shepley stopped it. Colonel Sears, the owner of the boat, who was on board, came to me and asked me to go to General Shepley and tell him the importance of our going back to Memphis; that it was dangerous for us to proceed with so many passengers. The boat was a very large one, loaded with passengers, every state-room being occupied by men, women, and children.

Question. How many passengers, non-combatants, do you suppose you had on board?

Answer. Perhaps one hundred and fifty, but that is a mere guess. When Colonel Sears urged me to ask General Shepley to go back to Memphis, I told him I should do nothing of the kind; that if he wished General Shepley to allow the boat to go back, he might see him about it himself. He did so, but General Shepley positively refused to go. He ordered the captain of the Olive Branch to hail a boat which came in sight, and direct her to come alongside. General Shepley then said, "I will have a section of the battery put on this boat, and will go up and reconnoitre." The boat was called the "Hope," I think. There is a point just below where the rebels, if they had a battery, might bring it to bear on us. General Shepley consented to have the Hope go below that point with the boat we were on, in order to have this section of a battery put on board of her. On our way down we met another boat, the "Cheek," which would answer our purpose better, and she was stopped. General Shepley ordered a section of a battery put on board of her, and directed Captain Williams, commanding the battery, and myself, to accompany him up to Fort Pillow to reconnoitre. I suggested to General Shepley, or was on the point of suggesting to him, that perhaps he had better not go himself, but send Captain Williams and myself. The instant I suggested that, he said "No, I will go myself, and personally ascertain the condition of affairs." He asked the captain how many minutes it would take him to get his guns on board. He said he could probably get a couple of guns on in a few minutes.

Just then a steamer, which afterwards proved to be the steamer "Liberty," hove in sight. We supposed at first that she was the Mollie Able, which the cap-

tain of our boat said was due at Fort Pillow just about that time, and that she was one of the boats the rebels had captured, if the story of the women was true. When we saw her coming we noticed that she was loaded with troops, whether Union or rebel troops we could not tell. The general said to our captain, "Can you run that boat down?" He said, "If it is the Mollie Able, I can run right over her." When she hove in sight we saw at once that there was no time to put a battery on board the Cheek; General Shepley then ordered the Cheek to move out of the way, and the captain of our boat to swing out, with the intention of running this other boat down if she should prove to be loaded with rebel soldiers. When the boat got nearer, however, we found she had Union troops on board. As she passed us our captain hailed her, and she replied "All right up there; you can go by. There is a gunboat there." We were then satisfied that everything was all right, as she had been allowed to come down by them with so large a body of troops on board.

We went up, and when within perhaps a mile of the place some rebel soldiers fired upon our boat, probably aiming at the pilot-house. I stood on the after part of the deck at the time. The general was in the pilot-house looking out. The shots did not take effect or amount to anything. We went on up, and found no firing at the fort. We stopped at the gunboat, as all boats are required to do which pass. An officer came on board from the gunboat and said to the captain of our boat, "I want you to proceed immediately to Cairo, and send down 400 or 500 rounds of ammunition; and order all boats back that may be coming down; we want no boats here." We talked the matter over, and came to the conclusion that the object of this Fort Pillow affair was not to capture the fort, but to capture more of our boats, if possible, in order to get across the river. That was merely our supposition, as we knew nothing about the battle. There was no firing at the fort at that time, and our boat went on up the river in obedience to the orders of the gunboat, as it had a right to give that order.

We had proceeded but a little way before we discovered a flag of truce at the fort, as it was reported to me; I did not see it myself, but it undoubtedly was there. We passed on a short distance further, and then noticed that our flag at the fort was down; we had seen it flying as we passed the fort. I went to the stern of our boat, and with a glass looked carefully at the fort. After a time I discovered that the gunboat had steamed up a little ways, as I supposed for the purpose of firing upon the right flank of the rebels. We could see a line of fire or smoke in the woods, which we supposed to be from the musketry of the rebels. We then saw a flag raised up on a pole at the fort, I should think ten or twelve feet high. I supposed that our flag had been shot away, and they were raising it again. The guns from the fort at that time were pretty heavy, while the fire of the enemy appeared to be from musketry. I have no doubt now that that was the rebel flag that was raised after the fort was taken.

We proceeded on up to Columbus. Before we arrived there we noticed that there was heavy firing there. On our arrival there we saw a great many troops, and they remarked from the shore that there was hot work there. General Shepley told me to accompany him, and went up to Colonel Lawrence's headquarters, but was told he was at the front. General Shepley ordered two horses to be prepared for us to go to the front, to see Colonel Lawrence. Just as the horses were ready, and we were about starting, Colonel Lawrence came over and rode down to his headquarters. He told us that it was all right; that there had been some skirmishing; that Buford had come there and demanded a surrender of the fort, but he had refused to surrender. General Shepley told him that he had portions of two batteries on hand, and asked him if he wanted them; told him how they came there, and that they were ordered to Cairo as a portion of the 17th corps. Colonel Lawrence said that he had taken 400 troops from the Luther M. Kennett, and, I think, one battery. The Luther M. Kennett

had just preceded us as we passed by Fort Pillow. Colonel Lawrence said that he did not need the batteries of General Shepley. General Shepley inquired particularly about the condition of affairs, and told Colonel Lawrence what had occurred at Fort Pillow. After ascertaining that there was nothing to be done by us down there we proceeded to Cairo. On our arrival there General Shepley called upon General Brayman and told him the substance of what occurred; the condition of things as we left, the flag coming down, and the fear that the fort had surrendered. We did not know then that the fort had surrendered, though we know now it had.

The caissons and artillery had been hoisted on our boat by means of what they call a derrick, I think, and were piled up, closely packed all round. It would, therefore, have been impossible for us to have removed those cannon for several hours. It took us several hours to land them at Cairo; and it would have been an utter impossibility for us to have taken those cannon up to Fort Pillow, as we had no infantry to cover our landing; and half a dozen sharpshooters could have undoubtedly captured our boat had we attempted it.

Question. If I understand you, General Shepley had no opportunity to relieve Fort Pillow any way?

Answer. He went on board the boat a mere passenger, with no arms. We did not know any troops were coming on board. Those two portions of batteries, with their guns, were ordered to report at Cairo. The gunboat was lying right by the side of us, and its fire was of no account, and, of course, ours would not have been.

By Mr. Gooch:

Question. Would it have been possible for you to have used your batteries from the boat with any effect upon the rebels?

Answer. No, sir; it would have been an utter impossibility to have done so. If we had gone in and stopped five minutes there, the rebels could have captured us without the least trouble in the world. The question may be asked why we offered assistance at Columbus and not at Fort Pillow. The fort at Columbus is clear in back from the river, and there were infantry troops there to protect our landing. But Colonel Lawrence said he did not expect the fight to occur for some time, even if there was any fight at all, which he did not expect.

Question. At Columbus you could have landed your batteries under the protection of your forces there?

Answer. Yes, sir.

Question. And you could not have done that at Fort Pillow?

Answer. No, sir; for at Fort Pillow we should have been right under the fort, and could have been easily reached. This was all stated to General Brayman, and I was quite surprised when I heard of the testimony in regard to the matter.

38TH CONGRESS, 1st Session. | SENATE | REP. COM. No. 64

IN THE SENATE OF THE UNITED STATES.

MAY 7 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of the legislature of Minnesota asking for an extension of the benefits of the pension law of 1861 *and* 1862 *to the volunteers, or the widows and orphans thereof, in the late Sioux raid, beg leave to report:*

That they have considered the prayer of the memorialists, and, under existing circumstances, they do not feel at liberty to recommend an extension of the application of the pension laws to the degree proposed. They are, therefore, of the opinion that the petition should not be granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 65.

IN THE SENATE OF THE UNITED STATES.

MAY 7, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Catherine Jacobs, widow of Francis Jacobs, beg leave to report:

That the husband of the petitioner was a waiter in the military household of General Washington during the war of the revolution, and was pensioned by special act of Congress in 1834, at the rate of ninety-six dollars per annum. He died in 1844, and the pension ceased, as the bureau had no power to continue it to the widow. She now prays for a special act extending to her the provisions of section two of the pension act of February 3, 1853. The committee do not feel disposed to establish any new precedents for the granting of pension in cases not clearly within the intent of the general laws, nor are they disposed to regard precedents of the kind in former legislation of Congress; and as it is clear that the husband of the petitioner served in a civil and not a military capacity, and that she is not therefore entitled to pension under general laws, they do not feel disposed to favor a special act in her behalf. They, therefore, recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 66.

IN THE SENATE OF THE UNITED STATES.

MAY 9, 1864.—Ordered to be printed.

MR. DOOLITTLE submitted the following

REPORT.

The Committee on Indian Affairs, to whom was referred a letter of the Secretary of the Interior, transmitting a communication from the Commissioner of Indian Affairs, recommending an appropriation of $1,641 70 *to pay that amount of interest due to the Orchard party and First Christian party of New York Indians, make the following report:*

On looking into this case, the committee are of opinion that there is no reason to justify the claim for interest, and they doubt whether the removal of these tribes of Indians to the Indian territory does not attach to the payment of the principal sum of six thousand dollars as a part of the consideration.

The committee report adversely to the prayer of the petitioners.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 67.

IN THE SENATE OF THE UNITED STATES.

MAY 9, 1864.—Ordered to be printed.

Mr. CARLILE made the following

REPORT.

[To accompany bill S. No. 238.]

The Committee on Public Lands, to whom was referred bill S. No. 238, "to ascertain and settle private land claims in California," have had the same under consideration and beg leave to report:

That the mischief designed to be remedied by the bill had better be corrected, and relief, where justice demanded it, afforded by special acts rather than by a general law, and have therefore reported an amendment by way of substitute for the bill, to the end that justice may be done and the nation's faith, under our treaty with Mexico, maintained in the only case which, in the opinion of the committee, called for the action of Congress.

It appears from the decisions of the Supreme Court of the United States, delivered at the term commencing in December, 1859, and again in 1863, in the case of the United States *vs.* E. E. White, administratrix, &c., and of E. E. White *vs.* The United States, that the title to the tract of land known as the "Rancho Arroyo de San Antonio," is not in the United States, but in the heirs or legal representatives of one Juan Miranda, who settled upon the land in the year 1837, under a provisional grant made by General Vallejo, as director of colonization, and so continued in possession, residing upon the land until his death in the winter of 1845-'46, leaving his children in possession, who remained in possession thereof and held the same when the country was ceded to the United States by the treaty of Guadalupe Hidalgo.

The archives of the government of Mexico which contained the evidence of the final grant to Miranda for the land named, which was ordered on the 30th May, 1844, and which, on the 8th October, 1844, was confirmed by formal decree or grant, were not discovered until Mr. Stanton, the present Secretary of War, reached California as agent of the United States government under the administration of Mr. Buchanan.

In 1859 the Supreme Court clearly expressed the opinion that the claimant of the tract of land under the Miranda grant, who was no party to the suit, had a right to intervene in the district court and assert his claim to the land in question, but the district court decided otherwise, which decision of the district court was affirmed by the Supreme Court after argument upon application for a mandamus. The Supreme Court thus reversing its own opinion as expressed in 1859.

With the admission of the highest court in the land on the record, that the United States have no claim or title to this land, the committee cannot conceive

that we should adhere to a rigid, technical construction of the law of 1851 which was doubtful in words and character, and acting under which the party' by a common error of the profession in its construction, and which was subsequently sanctioned by an opinion of the Supreme Court, did not proceed in time under that law, which, by its own limitation, has now expired. It seems to the committee that the government of the United States cannot take advantage of the provisions of that law and claim this land as public land, which is the necessary result if the party claiming under Miranda is not entitled to be heard.

All that the bill now reported by the committee provides for is, that those claiming under the Miranda grant shall have a hearing. If he or they can establish his or their claim, well and good; if they cannot establish it, the land will then belong to the government of the United States. That is the whole effect of it.

The land is claimed under a sale made by a decree of a probate court in California; but, as there may be objections to that sale, the committee have so drawn the substitute for the bill as to allow the heirs of Miranda to obtain title to the land if they have not, by their own act or that which binds them, divested themselves of the title. If they have, their vendee, or whoever claims the land under a valid purchase and is of right entitled to the Miranda grant, will, under this bill, obtain the land.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 68.

IN THE SENATE OF THE UNITED STATES.

MAY 9, 1864.—*Ordered*, That the report, with the accompanying evidence, be printed in connexion with the report of the committee in relation to the Fort Pillow massacre, and that twenty thousand additional copies be printed for the use of the Senate.

Mr. WADE submitted the following

REPORT.

The Joint Committee on the Conduct and Expenditures of the War submitted the following report, with the accompanying testimony.

On the 4th instant your committee received a communication of that date from the Secretary of War, enclosing the report of Colonel Hoffman, commissary general of prisoners, dated May 3, calling the attention of the committee to the condition of returned Union prisoners, with the request that the committee would immediately proceed to Annapolis and examine with their own eyes the condition of those who have been returned from rebel captivity. The committee resolved that they would comply with the request of the Secretary of War on the first opportunity. The 5th of May was devoted by the committee to concluding their labors upon the investigation of the Fort Pillow massacre. On the 6th of May, however, the committee proceeded to Annapolis and Baltimore, and examined the condition of our returned soldiers, and took the testimony of several of them, together with the testimony of surgeons and other persons in attendance upon the hospitals. That testimony, with the communication of the Secretary of War, and the report of Colonel Hoffman, is herewith transmitted.

The evidence proves, beyond all manner of doubt, a determination on the part of the rebel authorities, deliberately and persistently practiced for a long time past, to subject those of our soldiers who have been so unfortunate as to fall in their hands to a system of treatment which has resulted in reducing many of those who have survived and been permitted to return to us to a condition, both physically and mentally, which no language we can use can adequately describe. Though nearly all the patients now in the Naval Academy hospital at Annapolis, and in the West hospital, in Baltimore, have been under the kindest and most intelligent treatment for about three weeks past, and many of them for a greater length of time, still they present literally the appearance of living skeletons, many of them being nothing but skin and bone; some of them are maimed for life, having been frozen while exposed to the inclemency of the winter season on Belle Isle, being compelled to lie on the bare ground, without tents or blankets, some of them without overcoats or even coats, with but little fire to mitigate the severity of the winds and storms to which they were exposed.

The testimony shows that the general practice of their captors was to rob them, as soon as they were taken prisoners, of all their money, valuables, blankets, and good clothing, for which they received nothing in exchange except, perhaps, some old worn-out rebel clothing hardly better than none at all. Upon their arrival at Richmond they have been confined, without blankets or other covering,

in buildings without fire, or upon Belle Isle with, in many cases, no shelter, and in others with nothing but old discarded army tents, so injured by rents and holes as to present but little barrier to the wind and storms; on several occasions, the witnesses say, they have arisen in the morning from their resting-places upon the bare earth, and found several of their comrades frozen to death during the night, and that many others would have met the same fate had they not walked rapidly back and forth, during the hours which should have been devoted to sleep, for the purpose of retaining sufficient warmth to preserve life.

In respect to the food furnished to our men by the rebel authorities, the testimony proves that the ration of each man was totally insufficient in quantity to preserve the health of a child, even had it been of proper quality, which it was not. It consisted usually, at the most, of two small pieces of corn-bread, made in many instances, as the witnesses state, of corn and cobs ground together, and badly prepared and cooked, of, at times, about two ounces of meat, usually of poor quality, and unfit to be eaten, and occasionally a few black worm-eaten beans, or something of that kind. Many of our men were compelled to sell to their guards, and others, for what price they could get, such clothing and blankets as they were permitted to receive of that forwarded for their use by our government, in order to obtain additional food sufficient to sustain life; thus, by endeavoring to avoid one privation, reducing themselves to the same destitute condition in respect to clothing and covering that they were in before they received any from our government. When they became sick and diseased in consequence of this exposure and privation, and were admitted into the hospitals, their treatment was little, if any, improved as to food, though they, doubtless, suffered less from exposure to cold than before. Their food still remained insufficient in quantity and altogether unfit in quality. Their diseases and wounds did not receive the treatment which the commonest dictates of humanity would have prompted. One witness, whom your committee examined, who had lost all the toes of one foot from being frozen while on Belle Isle, states that for days at a time his wounds were not dressed, and that they had not been dressed for four days when he was taken from the hospital and carried on the flag-of-truce boat for Fortress Monroe.

In reference to the condition to which our men were reduced by cold and hunger, your committee would call the attention to the following extracts from the testimony.

One witness testifies:

I had no blankets until our government sent us some.

Question. How did you sleep before you received those blankets?

Answer. We used to get together just as close as we could, and sleep spoon-fashion, so that when one turned over we all had to turn over.

Another witness testifies:

Question. Were you hungry all the time?

Answer. Hungry! I could eat anything in the world that came before us; some of the boys would get boxes from the north with meat of different kinds in them; and, after they had picked the meat off, they would throw the bones away into the spit-boxes, and we would pick the bones out of the spit-boxes and gnaw them over again.

In addition to this insufficient supply of food, clothing, and shelter, our soldiers, while prisoners, have been subjected to the most cruel treatment from those placed over them. They have been abused and shamefully treated on almost every opportunity. Many have been mercilessly shot and killed when they failed to comply with all the demands of their jailers, sometimes for violating rules of which they had not been informed. Crowded in great numbers in buildings, they have been fired at and killed by the sentinels outside when they appeared at the windows for the purpose of obtaining a little fresh air. One man, whose comrade in the service, in battle and in captivity, had been so

fortunate as to be among those released from further torments, was shot dead as he was waving with his hand a last adieu to his friend; and other instances of equally unprovoked murder are disclosed by the testimony.

The condition of our returned soldiers as regards personal cleanliness, has been filthy almost beyond description. Their clothes have been so dirty and so covered with vermin, that those who received them have been compelled to destroy their clothing and re-clothe them with new and clean raiment. Their bodies and heads have been so infested with vermin that, in some instances, repeated washings have failed to remove them; and those who have received them in charge have been compelled to cut all the hair from their heads, and make applications to destroy the vermin. Some have been received with no clothing but shirts and drawers and a piece of blanket or other outside covering, entirely destitute of coats, hats, shoes or stockings; and the bodies of those better supplied with clothing have been equally dirty and filthy with the others, many who have been sick and in the hospital having had no opportunity to wash their bodies for weeks and months before they were released from captivity.

Your committee are unable to convey any adequate idea of the sad and deplorable condition of the men they saw in the hospitals they visited; and the testimony they have taken cannot convey to the reader the impressions which your committee there received. The persons we saw, as we were assured by those in charge of them, have greatly improved since they have been received in the hospitals. Yet they are now dying daily, one of them being in the very throes of death as your committee stood by his bed-side and witnessed the sad spectacle there presented. All those whom your committee examined stated that they have been thus reduced and emaciated entirely in consequence of the merciless treatment they received while prisoners from their enemies; and the physicians in charge of them, the men best fitted by their profession and experience to express an opinion upon the subject, all say that they have no doubt that the statements of their patients are entirely correct.

It will be observed from the testimony, that all the witnesses who testify upon that point state that the treatment they received while confined at Columbia, South Carolina, Dalton, Georgia, and other places, was far more humane than that they received at Richmond, where the authorities of the so-called confederacy were congregated, and where the power existed, had the inclination not been wanting, to reform those abuses and secure to the prisoners they held some treatment that would bear a public comparison to that accorded by our authorities to the prisoners in our custody. Your committee, therefore, are constrained to say that they can hardly avoid the conclusion, expressed by so many of our released soldiers, that the inhuman practices herein referred to are the result of a determination on the part of the rebel authorities to reduce our soldiers in their power, by privation of food and clothing, and by exposure, to such a condition that those who may survive shall never recover so as to be able to render any effective service in the field. And your committee accordingly ask that this report, with the accompanying testimony, be printed with the report and testimony in relation to the massacre of Fort Pillow, the one being, in their opinion, no less than the other, the result of a predetermined policy. As regards the assertions of some of the rebel newspapers, that our prisoners have received at their hands the same treatment that their own soldiers in the field have received, they are evidently but the most glaring and unblushing falsehoods. No one can for a moment be deceived by such statements, who will reflect that our soldiers, who, when taken prisoners, have been stout, healthy men, in the prime and vigor of life, yet have died by hundreds under the treatment they have received, although required to perform no duties of the camp or the march; while the rebel soldiers are able to make long and rapid marches, and to offer a stubborn resistance in the field.

There is one feature connected with this investigation, to which your com-

mittee can refer with pride and satisfaction; and that is the uncomplaining fortitude, the undiminished patriotism exhibited by our brave men under all their privations, even in the hour of death.

Your committee will close their report by quoting the tribute paid these men by the chaplain of the hospital at Annapolis, who has ministered to so many of them in their last moments, who has smoothed their passage to the grave by his kindness and attention, and who has performed the last sad offices over their lifeless remains. He says:

"There is another thing I would wish to state. All the men, without any exception among the thousands that have come to this hospital, have never in a single instance expressed a regret (notwithstanding the privations and sufferings they have endured) that they entered their country's service. They have been the most loyal, devoted and earnest men. Even on the last days of their lives they have said that all they hoped for was just to live and enter the ranks again and meet their foes. It is a most glorious record in reference to the devotion of our men to their country. I do not think their patriotism has ever been equalled in the history of the world."

All of which is respectfully submitted.

B. F. WADE, *Chairman.*

WAR DEPARTMENT,
Washington City, May 4, 1864.

SIR: I have the honor to submit to you a report made to this department by Colonel Hoffman, commissary general of prisoners, in regard to the condition of Union soldiers who have, until within a few days, been prisoners of war at Richmond, and would respectfully request that your committee immediately proceed to Annapolis to take testimony there, and examine with their own eyes the condition of those who have been returned from rebel captivity. The enormity of the crime committed by the rebels towards our prisoners for the last several months is not known or realized by our people, and cannot but fill with horror the civilized world when the facts are fully revealed. There appears to have been a deliberate system of savage and barbarous treatment and starvation, the result of which will be that few, if any, of the prisoners that have been in their hands during the past winter will ever again be in a condition to render any service, or even to enjoy life.

Your obedient servant,

EDWIN M. STANTON,
Secretary of War.

Hon. B. F. WADE,
Chairman of Joint Committee on Conduct of the War.

OFFICE OF COMMISSARY GENERAL OF PRISONERS,
Washington, D. C., May 3, 1864.

SIR: I have the honor to report that, pursuant to your instructions of the 2d instant, I proceeded, yesterday morning, to Annapolis, with a view to see that the paroled prisoners about to arrive there from Richmond were properly received and cared for.

The flag-of-truce boat New York, under the charge of Major Mulford, with thirty-two officers, three hundred and sixty-three enlisted men, and one citizen *on board,* reached the wharf at the Naval School hospital about ten o'clock. On

going on board, I found the officers generally in good health, and much cheered by their happy release from the rebel prisons, and by the prospect of again being with their friends.

The enlisted men who had endured so many privations at Belle Isle and other places were, with few exceptions, in a very sad plight, mentally and physically, having for months been exposed to all the changes of the weather, with no other protection than a very insufficient supply of worthless tents, and with an allowance of food scarcely sufficient to prevent starvation, even if of wholesome quality; but as it was made of coarsely-ground corn, including the husks, and probably at times the cobs, if it did not kill by starvation, it was sure to do it by the disease it created. Some of these poor fellows were wasted to mere skeletons, and had scarcely life enough remaining to appreciate that they were now in the hands of their friends, and among them all there were few who had not become too much broken down and dispirited by their many privations to be able to realize the happy prospect of relief from their sufferings which was before them. With rare exception, every face was sad with care and hunger; there was no brightening of the countenance or lighting up of the eye, to indicate a thought of anything beyond a painful sense of prostration of mind and body. Many faces showed that there was scarcely a ray of intelligence left.

Every preparation had been made for their reception in anticipation of the arrival of the steamer, and immediately upon her being made fast to the wharf the paroled men were landed and taken immediately to the hospital, where, after receiving a warm bath, they were furnished with a suitable supply of new clothing, and received all those other attentions which their sad condition demanded. Of the whole number, there are perhaps fifty to one hundred who, in a week or ten days, will be in a convalescent state, but the others will very slowly regain their lost health.

That our soldiers, when in the hands of the rebels, are starved to death, cannot be denied. Every return of the flag-of-truce boat from City Point brings us too many living and dying witnesses to admit of a doubt of this terrible fact. I am informed that the authorities at Richmond admit the fact, but excuse it on the plea that they give the prisoners the same rations they give their own men. But can this be so? Can an army keep the field, and be active and efficient, on the same fare that kills prisoners of war at a frightful per-centage? I think not; no man can believe it; and while a practice so shocking to humanity is persisted in by the rebel authorities, I would very respectfully urge that retaliatory measures be at once instituted by subjecting the officers we now hold as prisoners of war to a similar treatment.

I took advantage of the opportunity which this visit to Annapolis gave me to make a hasty inspection of Camp Parole, and I am happy to report that I found it in every branch in a most commendable condition. The men all seemed to be cheerful and in fine health, and the police inside and out was excellent. Colonel Root, the commanding officer, deserves much credit for the very satisfactory condition to which he has brought his command.

I have the honor to be, very respectfully, your obedient servant,

W. HOFFMAN,

Colonel 3d Infantry, Commissary General of Prisoners.

Hon. E. M. STANTON,

Secretary of War, Washington, D. C.

TESTIMONY.

ANNAPOLIS, MARYLAND,
May 6, 1864.

Howard Leedom, sworn and examined:

By the chairman:

Question. To what company and regiment have you belonged?

Answer. Company G, 52d New York.

Question. How long have you been in the service?

Answer. About seven months.

Question. What is your age?

Answer. Seventeen.

Question. When and where were you taken prisoner?

Answer. At a place called Orange Grove, I think, back of Chancellorsville.

Question. How long ago?

Answer. In November last.

Question. Where were you then carried?

Answer. Right to Richmond.

Question. In what prison were you placed?

Answer. I was put on Belle Isle first, and then I got sick and was taken to the hospital.

Question. Describe how you were treated there, and the cause of your sickness.

Answer. They did not treat me very kindly. I froze my feet on the island.

Question. How came they to be frozen?

Answer. When they took me prisoner they got away the good shoes I had on, and gave me an old pair of shoes, all cut and split open; and when I was on the island, I had just an old tent to lie under.

Question. Did you not have some blankets to put over you?

Answer. No, sir. They took away my blanket, and everything else—my shoes—even a pair of buckskin gloves I had.

Question. Did they give you anything in place of them?

Answer. No, sir; only that pair of shoes I said.

Question. You had stockings?

Answer. Yes, sir.

Question. What kind of a tent did you have?

Answer. The tent was not very good; the rain beat right through it.

Question. How badly were your feet frozen?

Answer. Well, my toes are all off one of my feet now. [The surgeon accompanying the committee here took the dressings off the witness's feet, and exhibited them to the committee. The stumps of the toes were just healing.]

Question. What did they give you to eat?

Answer. They gave us corn-bread, and once in a while a little piece of meat.

Question. How often did they give you meat?

Answer. Maybe once a day; maybe once a week—just as they happened to have it.

Question. Did you get enough to eat, such as it was?

Answer. No, sir; I did not even get enough corn-bread.
Question. How long were you on the island?
Answer. I was on the island only a month, and in the hospital three months.
Question. How long is it since you were exchanged?
Answer. I came here on the 24th of March.
Question. There were others there with you on the island?
Answer. Yes, sir.
Question. How did they fare?
Answer. The same as I did; we all fared alike.
Question. Were any others frozen?
Answer. Yes, sir; plenty of them frozen to death.
Question. Frozen to death?
Answer. Yes, sir.
Question. Were their blankets taken away like yours?
Answer. Yes, sir; they had to lie out in the open ditch. They did not have as good over them as I had.
Question. Did not they have a tent to sleep under?
Answer. No, sir; no tent at all. There was an embankment thrown up, so as to keep them inside like, and they had to lie right down in the ditch there.
Question. With nothing over them?
Answer. If some of them had their blanket, they put that over them; but they had no tent, or anything of that kind.
Question. Nothing to keep off the rain and snow?
Answer. No, sir; nothing at all.
Question. Are you certain that any of them froze to death there?
Answer. Yes, sir, I am.
Question. State about the treatment you received after your feet were frozen, when you were in the hospital.
Answer. Sometimes my feet were dressed there every day; sometimes I went three or four days without dressing—just whether their nurses happened to be busy or not. When I was exchanged, I had not been dressed for four or five days.
Question. Were any of the confederate sick in the hospital with you?
Answer. Not that I know of.
Question. Do you know how they treated their own soldiers that were in the hospital?
Answer. I do not. I suppose they treated them better than they did us, though.
Question. Was your food any better in the hospital than on the island?
Answer. It was when we first went there, but when I came away it was no better.

Washington Collins, sworn and examined.

By Mr. Gooch:

Question. To what company and regiment do you belong?
Answer. Company A, 5th Kentucky infantry regiment.
Question. Where were you taken prisoner?
Answer. I was taken prisoner at the battle of Chickamauga.
Question. Where were you then carried?
Answer. From there to Richmond, as straight through as they could get us through.
Question. State how you were treated after you were taken prisoner.
Answer. We were treated very rough. The eatables we got on the way from the battle-field to Richmond were mouldy crackers, such as you would never try to eat, with one or two exceptions, when we got a little light bread.

Question. Where were you confined at Richmond?

Answer. We were put in tobacco factories, and kept there without clothing or blankets, unti l our government sent us blankets and clothing, and some provisions.

Question. Were the clothing and blankets which you had when taken prisoners taken from you?

Answer. Yes, sir; our blankets were pretty much all taken from us.

Question. Did you suffer from cold?

Answer. Yes, sir, severely.

Question. Was your money taken from you?

Answer. Those of us that had money, had it pretty much all taken away, or scared out of us.

Question. What kind of food had you after you reached Richmond?

Answer. We got, I should judge, about six ounces of light bread, and in the afternoon about two spoonfuls of black beans—worm-eaten beans.

Question. Was that all you had for the day?

Answer. I think we got, once a day, about two ounces of meat.

Question. What was the character of the meat and bread?

Answer. The character of the meat was pretty tolerably rough. I cannot exactly describe it. I never did eat any beef like some of it; and the first dose of medicine I took since I was in the army, was when I was put in the hospital at Danville. About six or seven weeks ago, before that, I was always a hearty, healthy man.

Question. Have you had any disease or sickness except that occasioned by want of proper food and clothing?

Answer. No, sir; I think not. (The surgeon here remarked, "His disease is the result of starvation, privation, and exposure.")

Question. When were you exchanged?

Answer. We left the 1st of May, I think. I have more of a life-like feeling about me now than I had when I left Richmond.

Question. Do you think you are in a better condition now?

Answer. Yes, sir; I know I am. The authorities did not think it safe for me to start; but I told them if I was going to die, I would rather die on the Chesapeake than die there.

Question. After you grew so very sick, was your food improved any?

Answer. Very little. The last food I received was light diet. When I left the hospital to go on board the flag-of-truce boat, I received about a gill of what they call soup, though in fact it was just nothing; I should say it was only a little starch and water; and then I got a little piece of corn-bread, about that large, (measuriug on his fingers about two inches square,) and we got a piece of meat, once a day, about the same size.

Question. Were the other men treated as you were, so far as you know?

Answer. Yes, sir. I wish to speak of one thing. After this food was issued out, what was called the ward-master would go round in the evening with a little mush made of meal, and give some of us a table-spoonful of it. Say there were 60 or 80 patients, and there would be 6 or 8, maybe 10, of those patients would get a little spoonful of this mush; and then he would come round a little while afterwards and pour a table-spoonful of molasses over it; and just as likely as not, in a few minutes after that he would come round with some vinegar and pour a spoonful of vinegar over that.

Question. Why did he do that?

Answer. He said that was the way it was issued to him.

Question. Did he give any reason for mixing it altogether in that way?

Answer. No, sir; and there were a great many of our own men who treated us as bad as the secesh, because those there acting as nurses, if there was any *little delicacy* for the sick, would just gobble it up.

Question. Were all of our men suffering for want of food?

Answer. Yes, sir, all of them. In the winter time these secesh got so they would haul up loads of cabbages, all full of lice, and throw them raw into the room for us to eat.

Charles Gallagher, sworn and examined.

By Mr. Odell:

Question. Where are you from?
Answer. From Guernsey county, Ohio.
Question. To what regiment do you belong?
Answer. 40th Ohio.
Question. How long have you been in the service?
Answer. Pretty nearly three years.
Question. Where were you taken prisoner?
Answer. At Chickamauga.
Question. When?
Answer. On the 22d of last September.
Question. State what happened then to you.
Answer. When they took me prisoner they took me right on to Richmond, kept me there awhile, then sent me to Danville and kept me there awhile. I got sick at Danville and was put in the hospital, and then they sent me back to Richmond and paroled me and sent me here.
Question. How did they treat you while you were a prisoner?
Answer. Pretty bad. They gave us corn-bread, and not very much of it; and we had to lie right down on the floor, without any blankets, until a long while about Christmas. We had just to lie as thick on the floor as we could get.
Question. How were you treated when you were taken sick?
Answer. A little better. We then had a sort of bed to lie on.
Question. Did you have all the food you wanted?
Answer. No, sir.
Question. What kind of food did you get?
Answer. Corn-bread, a little piece of meat, sometimes a little rice-soup, and sometimes a few beans.
Question. How often did you get meat?
Answer. Along through the winter we got a little bit of fresh beef, (perhaps once a day,) and then from about March a little pork.
Question. What was the matter with you when you went to the hospital?
Answer. I got a cough which settled on me, and I had pain in my breast.
Question. Were there any other prisoners at Danville?
Answer. Yes, sir.
Question. Did they suffer at all from want?
Answer. They were pretty hungry.
Question. Did you complain to the authorities that you did not get food enough?
Answer. No, sir; it would not have made any difference. They said there that we got every ounce that was allowed to us.
Question. Did you make your wants known to any one?
Answer. Yes, sir; but they would not give us any more. They would come in and give you a half a loaf of bread, and tell you that was your day's rations; you could take that or nothing.

By the chairman:

Question. Did they give you as much as their own soldiers for rations?
Answer. No, sir; their own soldiers got a great deal more.

By Mr. Odell:

Question. What was your treatment aside from your supply of food? Was it kind?

Answer. No, sir. They just came in and shoved us round; finally, they run us all up from one floor to the second floor, and only let one go down at a time. When he got back they let another go down.

Isaiah G. Booker, sworn and examined.

By Mr. Harding:

Question. How old are you?

Answer. Twenty-one on the 13th of this month.

Question. Where did you enlist?

Answer. Bath, Maine.

Question. How long were you in the army before you were taken prisoner?

Answer. I enlisted on the 5th of September, 1861, and was taken prisoner last July.

Question. Where were you taken prisoner?

Answer. On Morris island, Charleston, South Carolina.

Question. Where were you then sent?

Answer. I was sent to Columbia, South Carolina, where we were kept about two months, and then we were sent to Richmond, put on Belle Isle, and staid there the remainder of the time.

Question. How were you treated at Columbia?

Answer. I was treated a great deal better there than I was at Belle Isle. We got meat twice a day, rice once, and Indian bread once. We got very near as much as we wanted to eat.

Question. How were you treated at Richmond?

Answer. I suffered there terribly with hunger. I could eat anything.

Question. Can you tell us what kind of food you got there?

Answer. Dry Indian bread, and, when I first went there, a very little meat.

Question. When were you taken sick?

Answer. I was taken sick—I was sick with the diarrhœa a fortnight before I went to the hospital, and I was in the hospital a little over a week before I was exchanged. I was released on the 7th of March, and got here the 9th.

Question. How were you treated while in the hospital?

Answer. I was treated there worse than on Belle Isle. We did not get any salt of any account—only a little piece of bread that would hardly keep a chicken alive.

Question. Did you get any rice?

Answer. No, sir.

Question. Any soup?

Answer. Once in a while of mornings I would get a little.

Question. Did the physician come round to see you every day?

Answer. Yes, sir.

Question. Did he give you any medicine?

Answer. He gave me some pills.

Question. What was their manner towards you after you were taken sick and in the hospital? Were they kind, or rough?

Answer. They were neither kind nor rough, but indifferent. The corn-bread I got seemed to burn my very insides. When I would go down to the river of mornings to wash myself, as I put the water to my face it seemed as though I wanted to sup the water, and to sup it, and sup it, and sup it all the time.

Question. Did you make no complaint to the officers on Belle Isle of your *food?*

Answer. No, sir.

Question. Did you ask them for any more?

Answer. No, sir; I knew there was no use. I do not think I spoke to an officer while I was there.

Question. Did you ever tell those who furnished you with the food you did get, of the insufficiency of it?

Answer. Yes, sir.

Question. What answer did they give you?

Answer. That was all we were allowed, they said.

Question. Did you have blankets while you were on Belle Isle?

Answer. I had no blanket until our government sent us some.

Question. How did you sleep before you received those blankets?

Answer. We used to get together just as close as we could, and sleep spoon-fashion, so that when one turned over we all had to turn over.

Question. Did they furnish you any clothing while you were there?

Answer. No, sir; the rebs did not furnish us a bit. It was very warm weather when I was taken prisoner, and I had nothing on me but my pants, shirt, gloves, shoes, stockings, and cap; and I received no more clothing until our government sent us some in December, I think. We had to lie right down on the cold ground.

Question. Did you not have a tent?

Answer. I had none when I first went there. After a while we had one, but it was a very poor affair; the rain would come right through it.

Question. Were you exposed to the dew and rain, and wind and snow?

Answer. Yes, sir.

Question. And before you got the tent you lay in the open air?

Answer. Yes, sir.

Question. How did the others there with you fare; the same as you did?

Answer. Many of them had money, with which they bought things of the guard; but I had no money.

Question. Were there others there who had no money?

Answer. Yes, sir.

Question. Did they fare the same as you?

Answer. Yes, sir.

Question. After you went into the hospital, did you receive the same treatment as their own sick received who were in the hospital with you, or did they have any of their sick in there?

Answer. I think none of their sick were in there. I suffered a great deal with hunger when I was on Belle Isle. When I first went there I had no passage of the bowels for eighteen days, and when I did have one it was just as dry as meal.

Question. Did you have any medicine at that time?

Answer. No, sir; I took no medicine until I went to the hospital. About the middle or last of February (somewhere about there) I took a very severe cold. It seemed to settle all over me. I was as stiff in all my joints as I could be.

Question. Did your strength decrease much before you were taken sick in February?

Answer. Yes, sir; I stood it very well until about the 1st of February. After that I commenced to go down pretty fast. I know that one day I undertook to wash my shirt, and got it about half washed, when I was so weak I had to give it up.

Question. Do you think you had any other disease or sickness than what was caused by exposure and starvation at that time?

Answer. No, sir. When I was taken prisoner I weighed about 170 pounds, I think. I had always been a very hearty, stout man—could eat anything, and stand almost anything.

Isaac H. Lewis, sworn and examined.

By Mr. Julien:

Question. To what company and regiment do you belong?
Answer. Company K, 1st Vermont cavalry.
Question. When were you taken prisoner?
Answer. I was taken prisoner on the 22d of March, on Kilpatrick's raid.
Question. Where were you then carried?
Answer. They carried me to Richmond, and put me in a tobacco house there.
Question. How did they treat you there?
Answer. Well, they did not treat me as well as they might.
Question. What did they give you to eat?
Answer. They gave me corn-bread.
Question. How much and how often?
Answer. Not but very little. They gave me a little twice a day.
Question. Did they give you any meat?
Answer. Once in a while, a little.
Question. What kind of meat?
Answer. Beef.
Question. Could you eat it?
Answer. No, sir.
[The witness here was evidently so weak and exhausted that the committee suspended his examination.]

Mortimer F. Brown, sworn and examined.

By the chairman:

Question. Where are you from, and to what company and regiment do you belong?
Answer. I am from Steubenville, Ohio; I was in the 2d Ohio; Colonel McCook was our colonel when I was taken prisoner.
Question. Where were you taken prisoner?
Answer. At Chickamauga.
Question. Where were you then carried?
Answer. From Chickamauga to Richmond.
Question. How did you fare while in Richmond?
Answer. We lived very scantily, and hardly anything to eat. Some of the boys, in order to get enough to live on, had to trade away what clothing they could to the guard for bread, &c.
Question. What did they allow you to eat?
Answer. When we first went to Richmond our rations were bacon and wheat-bread. We did very well at first, but they went on cutting it down.
Question. How was it finally?
Answer. We received corn-bread once or twice a day—I think it was twice. After we went to Danville we fared a great deal better in regard to rations.
Question. Did you have enough to eat, such as it was?
Answer. I did, at Danville.
Question. How was it at Richmond?
Answer. Well, some had plenty to eat, but, as far as I was concerned, I was hungry most all the time. From the time we left Richmond until we drew our meat at Danville—say ten days—we had with us to eat only what they called Graham bread—nothing but bread and water for those ten days. After we got to Danville it was better. They issued us pork and beef sometimes. There, there would be times when we would be without meat for a couple of days.
Question. What was their bearing and treatment towards you, aside from *your food?*

Answer. We were treated tolerably kindly until we commenced our tunnelling operations; then they treated us very harshly; then they took the prisoners that had occupied three floors and put them all on two floors, and would only allow from three to six to go to the rear at one time.

Question. What is the matter with you now?

Answer. Nothing at all but scurvy. I am getting along very well now since I got here. The treatment at Danville was a palace alongside of that at Richmond.

Franklin Dinsmore, sworn and examined.

By the chairman:

Question. Where did you enlist?

Answer. At Camp Nelson, Kentucky.

Question. To what State do you belong?

Answer. Eastern Tennessee.

Question. How long have you been in the army?

Answer. I enlisted on the 11th or 12th of last July; I do not remember which day.

Question. To what regiment do you belong?

Answer. Eighth Tennessee cavalry.

Question. Who was your colonel?

Answer. Colonel Strickland.

Question. Where were you taken prisoner?

Answer. At Zollicoffer, near the East Tennessee and Virginia line.

Question. Where were you then carried?

Answer. Right straight on to Richmond. I was taken on the line of the railroad. We were burning bridges there to keep the enemy out.

Question. How did you fare after you got to Richmond?

Answer. They just starved us.

Question. What did they give you to eat?

Answer. For forty-eight hours after we got there they gave us only just what we could breathe; then they gave us a little piece of white bread and just three bites of beef. A man could take it all decently at three bites. That is the way we lived until we went to Danville, and then we had meat enough to make half a dozen bites, with bugs in it.

Question. What brought on your sickness?

Answer. Starvation. I was so starved there that when I was down I could not get up without catching hold of something to pull myself up by.

Question. What did you live in?

Answer. In a brick building, without any fire, or anything to cover us with.

Question. Had you no blankets?

Answer. No, sir; we had not. They even took our coats from us, and part of us had to lie there on the floor in our shirt sleeves.

Question. In the winter?

Answer. Yes, sir.

Question. Did any of the men freeze?

Answer. Yes, sir; many a man just fell dead walking around trying to keep himself warm, or, as he was lying on the floor, died during the night; and if you looked out of a window, a sentinel would shoot you. They shot some five or six of our boys who were looking out. Some of our boys would work for the guards to get more to eat, just to keep them from starving. There would be pieces of cobs in our bread, left there by the grinding machine, half as long as my finger, and the bread itself looked just as if you had taken a parcel of dough and let it bake in the sun. It was all full of cracks where it had dried, and the inside was all raw.

Question. Were you hungry all the time?

Answer. Hungry! I could eat anything in the world that came before us. Some of the boys would get boxes from the north with meat of different kinds in them, and, after they had picked the meat off, they would throw the bones away into the spit-boxes, and we would pick the bones out of the spit-boxes and gnaw them over again.

Question. Did they have any more to give you?

Answer. They had plenty. They were just doing it for their own gratification. They said Seward had put old Beast Butler in there, and they did not care how they treated us.

Question. Did you complain about not having enough?

Answer. Certainly we complained, but they said we had plenty. They cursed us, and said we had a sight more than their men had who were prisoners in our lines.

Question. Do you feel any better now since you have been here?

Answer. A great deal better; like a new man now. I am gaining flesh now.

By Mr. Odell:

Question. What was your occupation before you went into the army?

Answer. I was a farmer.

By Mr. Julian:

Question. Do you know how they treated their own sick?

Answer. No, sir.

By Mr. Odell:

Question. Were other Tennesseeans taken prisoners the same time you were?

Answer. Yes, sir; there were twenty-four of us taken prisoners. The small-pox was very severe among us. Our own men said that they were just trying to kill the Tennesseeans and Kentuckians. Out of the twenty-four, there were ten of us left when they started for Georgia. No man can tell precisely how we were treated and say just how it was.

L. H. Parhan, sworn and examined.

By Mr. Gooch:

Question. From what State are you?

Answer. West Tennessee.

Question. To what regiment do you belong?

Answer. The 3d West Tennessee cavalry.

Question. Where were you taken prisoner?

Answer. In Henry county, West Tennessee.

Question. From there where were you carried?

Answer. From there they marched us on foot, some 350-odd miles, to Decatur.

Question. What were you given to eat?

Answer. Sometimes for twenty-four or thirty hours we would have a little piece of beef and some corn-bread.

Question. Were you a well man when you were taken prisoner?

Answer. Yes, sir; a stout man for a little man. I was very stout.

Question. Were you brought to your present condition by want of food?

Answer. Yes, sir; and sleeping in the cold. They took my money and clothes and everything else away from me, even my pocket-comb and knife, and my finger-ring that my sister gave me. They were taken away when I was captured.

[The witness, who was so weak that he could not raise his head, appeared to be so much exhausted by talking that the committee refrained from further ex-

amination. As they were moving away from his bed, he spoke up and said: "I am better now than when I came here. I have some strength now. I hope I shall get better, for I want to see my old father and mother once more."]

James Sweeney, sworn and examined.

By Mr. Gooch:

Question. Where did you reside when you enlisted?

Answer. Haverhill, Massachusetts.

Question. To what company and regiment do you belong?

Answer. Company E, 17th Massachusetts.

Question. When were you taken prisoner?

Answer. First of February.

Question. Where?

Answer. Six miles from Newbern, North Carolina.

Question. Where were you then carried?

Answer. To Richmond.

Question. How were you treated after you were taken prisoner?

Answer. We had no breakfast that day. We started out early in the morning—the 132d New York was with us—without anything to eat. We had nothing to eat all that day, and they made us sleep out all that night without anything to eat. It rained that night; then they marched us the next day thirty miles, to Kingston, without anything to eat, except it was, about twelve o'clock, one of the regular captains, who had some crackers in his haversack, gave us about one each, and some of the boys managed to get an ear of corn from the wagons, but the rest of them were pushed back by the guns of the guard; then we were kept in the streets of Kingston until about nine o'clock, when we had a little pork and three barrels of crackers for about two hundred of us. I got three or four crackers. Then they put us in freight cars that they had carried hogs in, all filthy and dirty, and we were nearly frozen by the time we got to Goldsborough; and near Weldon they camped us in a field all day long, like a spectacle for the people to look at, and when we got to Richmond they put us in a common for a while, and then we were taken to prison. About eleven o'clock that day they brought us some corn-bread. They gave me about three-quarters of a small loaf and a dipper of hard, black beans with worms in them. We were kept there all night. If we went near the window, bullets were fired at us. Two or three hundred men lay on the floor. I was kept between three and four weeks on Belle Isle.

Question. How was it for food there?

Answer. That night they gave us a piece of corn-bread about an inch thick, two or three inches long. Some nights we would have a couple of spoonfuls, maybe, of raw rice or raw beans; other nights they would not give us that. A squad of 100 men of us would have about 20 sticks of wood, and in order to cut that up we would have to pay a man for the use of an axe by giving him a piece of the stick for splitting up the rest. We lay right on the ground in the snow. Twenty of us together would lay with our feet so close to the fire that the soles of our boots would be all drawn, and we would get up in the morning all shivering, and I could not eat what little food I did get.

Question. What is the cause of your sickness?

Answer. Just the food we got there and this exposure. Eating this corn-bread continually gave me the diarrhœa. We would get thirsty and drink that river water. We had little bits of beef sometimes; generally it was tough, more like a piece of India-rubber you would rub pencil-marks out with. What little food we did get was so bad we could not eat it. At first, for five or six days, we could eat it pretty well, but afterwards I could not eat it.

Question. Have you been brought to your present condition by your treatment there?

Answer. Yes, sir; by the want of proper food, and exposure to the cold.

John C. Burcham, sworn and examined.

By Mr. Julian:

Question. Where did you enlist, and in what regiment?

Answer. I enlisted in Indianapolis, in the 75th Indiana regiment, Colonel Robinson.

Question. When were you taken prisoner, and where?

Answer. I was taken prisoner at Chickamauga, on the 20th of September.

Question. Where were you carried then?

Answer. The next day they took us to Atlanta, and then on to Richmond.

Question. What prison were you put in?

Answer. I was on Belle Isle five or six days and nights, and then they put me in a prison over in town.

Question. How did they treat you there?

Answer. Rough, rough, rough.

Question. What did they give you to eat?

Answer A small bit of bread and a little piece of meat; black beans full of worms. Sometimes meat pretty good, sometimes the meat was so rotten that you could smell it as soon as you got it in the house. We were used rough, I can tell you.

Question. Did they leave you your property?

Answer. They took everything we had before ever we got to Richmond; my hat, blankets, knife We did not do very well until we got some blankets from our government; afterwards we did better. Before that we slept right on the floor, with nothing over us except a little old blanket one of us had.

Question. What was their manner towards you?

Answer. I call it pretty rough. If a man did not walk just right up to the mark they were down on him, and not a man of us dared to put his head out of the window, for he would be shot if he did. Several were shot just for that.

Question. What is the cause of your sickness?

Answer. Nothing but exposure and the kind of food we had there. I was a tolerably stout man before I got into their hands; after that I was starved nearly to death.

Daniel Gentis, sworn and examined.

By the chairman:

Question. What State are you from?

Answer. Indiana.

Question. When did you enlist, and in what company and regiment?

Answer. I enlisted on the 6th of August, 1861, in company I, 2d New York regiment.

Question. Where were you taken prisoner?

Answer. I was taken prisoner at Stevensville, Virginia; I was there with Colonel Dahlgren, on Kilpatrick's expedition.

Question. Were you taken prisoner at the same time that Colonel Dahlgren was killed?

Answer. I was there when he was killed, but I was taken prisoner the next morning.

Question. What do you know about the manner of his death and the treatment his body received?

Answer. He was shot within a foot and a half or two feet of me. I got

wounded that same night. The next morning I was taken prisoner, and as we came along we saw his body, with his clothes all off. He was entirely naked, and he was put into a hole and covered up.

Question. Buried naked in that way?

Answer. Yes, sir; no coffin at all. Afterwards his body was taken up and carried to a slue and washed off, and then sent off to Richmond. A despatch came from Richmond for his body, and it was sent there.

Question. It has been said they cut off his finger?

Answer. Yes, sir; his little finger was cut off, and his ring taken off.

By Mr. Odell:

Question. How do you know there was a ring on his finger?

Answer. I saw the fellow who had it, and who said he took it off. When they took his body to a slue and washed it off they put on it a shirt and drawers, and then put it in a box and sent it to Richmond.

Question. How far was that from Richmond?

Answer. It was about 40 miles from Richmond, and about 10 miles from West Point.

Question. How were you treated yourself?

Answer. I fared first-rate. I staid at the house of a Dr. Walker, of Virginia, and Dr. Walker told me that a private of the 9th Virginia cavalry took off Colonel Dahlgren's artificial leg, and that General Ewell, I think it was, or some general in the southern army who had but one leg, gave the private $2,000 for it, (confederate currency.) I saw the private who took it, and saw him have the leg.

By the chairman:

Question. How do you know they received a despatch from Richmond to have the body sent there?

Answer. All the information I got about the despatch was from Dr. Walker, who said they were going to take the body to Richmond and bury it where no one could find it.

Question. Did Colonel Dahlgren make any speech or read any papers to his command?

Answer. No, sir; not that I ever heard of. They questioned me a great deal about that. The colonel of the 9th Virginia cavalry questioned me about it. I told him just all I knew about it. I told him I had heard no papers read, nor anything else.

Question. Did you ever hear any of your fellow-soldiers say they ever heard any such thing at all?

Answer. No, sir; and when I started I had no idea where I was going.

Question. Were you in prison at Richmond?

Answer. I was there for four days, but I was at Dr. Walker's pretty nearly a month and a half.

Question. During the four days you were in prison did you see any of our other soldiers in prison there?

Asnwer. Yes, sir.

Question. How did they fare?

Answer. We all fared pretty rough on corn-bread and beans. Those who were in my ward are here now sick in bed.

Question. How happened it that you fell into the hands of Dr. Walker particularly?

Answer. The way it came about was this: In the morning I asked some officers of the regular regiment for a doctor to dress my wound. One of the doctors there said he could not do it. I spoke to a lieutenant and asked him to be kind enough to get some doctor to dress it, and he got this Dr. Walker. The

doctor asked me to go to his house, and stay there if I would. I told him "certainly I would go." The colonel of the rebel regiment said that the doctor could take me there, and I staid until Captain Magruder came up there and told Dr. Walker that I had to be sent to Richmond.

Question. Where were you wounded?

Answer. In the knee.

[At this point the committee concluded to examine no more of the patients in the hospital, as most of them were too weak to be examined without becoming too much exhausted, and because the testimony of all amounted to about the same thing. They therefore confined the rest of their investigation to the testimony of the surgeons in charge, and other persons attending upon the patients.]

Surgeon B. A. Van Derkieft, sworn and examined.

By the chairman:

Question. Are you in the service of the United States; and if so, in what capacity?

Answer. I am a surgeon of volunteers in the United States service; in charge of hospital division No. 1, known as the Naval Hospital, Annapolis, and have been here since the 1st of June, 1863.

Question. State what you know in regard to the condition of our exchanged or paroled prisoners who have been brought here, and also your opportunities to know that condition?

Answer. Since I have been here I think that from five to six thousand paroled prisoners have been treated in this hospital as patients. They have generally come here in a very destitute and feeble condition; many of them so low that they die the very day they arrive here.

Question. What is the character of their complaints generally, and what does that character indicate as to the cause?

Answer. Generally they are suffering from debility and chronic diarrhœa, the result, I have no doubt, of exposure, privations, hardship, and ill treatment.

Question. In what respect would hardship and ill treatment superinduce the complaints most prevalent among these paroled prisoners?

Answer. These men, having been very much exposed, and not having had nourishment enough to sustain their strength, are consequently predisposed to be attacked by such diseases as diarrhœa, fever, scurvy, and all catarrhal affections, which, perhaps, in the beginning are very slight, but, on account of want of necessary care, produce, after a while, a very serious disease. For instance, a man exposed to the cold may have a little bronchitis, or perhaps a little inflammation of the lungs, which, under good treatment, would be easily cured—would be considered of no importance whatever; but being continually exposed, and not having the necessary food, the complaint is transformed, after a time, into a very severe disease.

Question. Is it your opinion, as a physician, that the complaints of our returned prisoners are superinduced by want of proper food, or food of sufficient quantity, and from exposure?

Answer. Yes, sir.

Question. What is the general character of the statements our prisoners have made to you in regard to their treatment?

Answer. They complained of want of food, of bad food, and a want of clothing. Very often, though not always, they are robbed, when taken prisoners, of all the good clothes they have on. There is no doubt about that, for men have often arrived here with nothing but their pants and shirts on; no coat, overcoat, no cap, no shoes or stockings, and some of them without having had any opportunities to wash themselves for weeks and months, so that when they

arrive here, the scurf on their skin is one-eighth of an inch thick; and we have had several cases of men who have been shot for the slightest offence. There is a man now here who at one time put his hand out of the privy, which was nothing but a window in the wall, to steady himself and keep himself from falling, and he was shot, and we have been obliged to amputate his arm since he arrived here. These men complain that they have had no shelter. We have men here now who say that for five or six months they have been compelled to lay on the sand. I have no doubt about the correctness of their statements, for the condition of their skins shows the statements to be true. Their joints are calloused, and they have callouses on their backs, and some have even had the bones break through the skin. There is one instance in particular that I would mention. One man died in the hospital there one hour before the transfer of prisoners was made, and as an act of humanity the surgeon in charge of the hospital allowed the friends of this man to take him on board the vessel in order to have him buried among his friends. This man was brought here right from the Richmond hospital. He was so much covered with vermin and so dirty that we were not afraid to make the statement that the man had not been washed for six months. Now, as a material circumstance to prove that these men have been badly fed, I will state that we must be very careful in feeding them when they arrive here, for a very light diet is too much for them at first.

Question. You have accompanied us as we have examined some of the patients in the hospital to-day. Do their statements to us, under oath, correspond with the statements which they made when they first arrived here?

Answer. They are quite the same; there is no difference. Every man makes the same statement, and we therefore believe it to be true. All say the same in regard to rations, treatment, exposure and privations. Once in a while I have found a man who pretended to have been treated very well, but by examining closely I find that such men are not very good Union men.

Question. You say that about six thousand paroled prisoners have come under your supervision and treatment?

Answer. Yes, sir.

Question. State generally what their condition has been.

Answer. Very bad, indeed. I cannot find terms sufficient to express what their condition was. I cannot state it properly.

Question. You have already stated that, as a general thing, they have been destitute of clothing.

Answer. Yes, sir; dirty, filthy, covered with vermin, dying. At one time we received three hundred and sixty patients in one day, and fourteen died within twelve hours; and there were six bodies of those who had died on board the transport that brought them up here.

Question. What appeared to be the complaint of which they died?

Answer. Very extreme debility, the result of starvation and exposure—the same as the very weak man you saw here, [L. H. Parham.]

Question. We have observed some very emaciated men here, perfect skeletons, nothing but skin and bone. In your opinion, as a physician, what has reduced these men to that condition?

Answer. Nothing but starvation and exposure.

Question. Can you tell the proportion of the men who have died to the number that have lately arrived from Richmond?

Answer. If time is allowed me I can send the statement to the committee.

Question. Do so, if you please.

Answer. I will do so. I will say that some of these men who have stated they were well treated, I have found out to have been very bad to the Union men.

Question. Are those men you have just mentioned as having been well treated an exception to the general rule?

Answer. Yes, sir; a very striking exception.

Question. Have you ever been in charge of confederate prisoners?

Answer. Yes, sir.

Question. State the course of treatment of our authorities towards them.

Answer. We have never made the slightest difference between our own men and confederate prisoners when their sick and wounded have been in our hands.

Question. You have treated both the same?

Answer. Yes, sir. When any one of their men, wounded or sick, has been a patient in our hands, we have treated him the same as we do our own men.

By Mr. Julian:

Question. Have their sick and wounded been kept separate from ours, or have they been kept together?

Answer. In Washington they were kept separate, but at Antietam, where an hospital was established, in order to have the patients treated where they were injured, the Union and confederate patients were treated together and alike. At Hagerstown almost everybody is secesh. Well, the most I can say is, that some of the secesh ladies there came to me and stated that they were very glad to see that we had treated their men the same as ours.

Question. It is sometimes said, by the rebel newspapers, at least, that they have given the same rations to our prisoners that they give to their own soldiers. Now, I want to ask you, as a medical man, if it is possible, with the amount of food that our prisoners have had, for men to retain their health and vigor, and perform active service in the field?

Answer. I do not believe that the rebels could fight as well, or make such marches as they have done, upon such small rations as our prisoners have received.

Question. Can the health of men be preserved upon such rations as they have given our prisoners?

Answer. No, sir; it cannot, not only on account of quantity, but quality. I have seen some specimens of their rations brought here by our paroled prisoners, and I know what they are.

Question. As a general rule, what is the effect of treating men in that way?

Answer. Just what we hear every day—men dying from starvation and debility. Many of these men—mostly all the wounded men—are suffering from hospital gangrene, which is the result of not having their wounds dressed in time, and having too many crowded in the same apartment. We have had men here whose wounds have been so long neglected that they have had maggots in them by the hundred.

Acting Assistant Surgeon J. H. Longenecker, sworn and examined.

By Mr. Gooch:

Question. What is your position in the United States service?

Answer. Acting assistant surgeon.

Question. How long have you been stationed here?

Answer. Since the 27th of July, 1863.

Question. Will you state what has been the condition of our paroled prisoners, received here from the rebels, during the time you have been stationed here?

Answer. As a general thing, they have been very much debilitated, emaciated, and suffering from disease, such as diarrhœa, scurvy, lung diseases, &c.

Question. In your opinion, as a physician, by what have these diseases been *produced?*

Answer. By exposure and want of proper food, I think.

Question. Are you able to form any opinion, from the condition of these men, as to the quantity and quality of food which they have received?

Answer. From their appearance and condition, I judge the quality must have been very bad, and the quantity very small, not sufficient to preserve the health.

Question. We have seen and examined several patients here this morning, who are but mere skeletons. They have stated to us, as you are aware, that their suffering arose wholly from the want of proper food and clothing. In your opinion as a medical man, are these statements true?

Answer. I believe that these statements are correct. We have had some men who looked very well. How they managed to preserve their health I am not able to say; but, as a general thing, the men we receive here are very much debilitated, apparently from exposure, and want of sufficient food to keep up life and health.

Question. Are you acquainted with the case of Howard Laedom?

Answer. Yes, sir; I am.

Question. Will you state about that case?

Answer. I did not see the patient until recently, when he was placed in my charge. I found him with all his toes gone from one foot in consequence of exposure. He has suffered from pneumonia, also, produced by exposure, and there have been very many cases of pneumonia here, produced by the same cause, many of whom have died; and we have held post mortem examinations upon many of them, and found ulcers upon their intestines, some of them being ulcerated the whole length of their bowels.

Question. Have you made many post mortem examinations here?

Answer. We have made quite a number of them. We make them whenever we have an opportunity; whenever bodies are not called for or are not likely to be taken away.

Question. Are you enabled, from these post mortem examinations, to determine whether or not these prisoners have had sufficient quantities of proper food?

Answer. Not from that. Those examinations merely indicate the condition in which the prisoners are returned to us.

Question. From all the indications given by the appearance of these men, are you satisfied that their statements, that they have not had sufficient food, both in quantity and quality, are true?

Answer. These statements have been repeated to me very often, and from their condition I believe their statement to be true.

Question. How many paroled prisoners were brought here by the last boat?

Answer. Three hundred and sixty-five, I think.

Question. In your opinion, how many of these men will recover?

Answer. Judging from their present condition, I think that at least one hundred of them will die.

Question. What, in your opinion, will be the primary cause of the death of these men?

Answer. Exposure and want of proper food while prisoners.

Assistant Surgeon William S. Ely, sworn and examined.

By Mr. Harding:

Question. What is your position in the service?

Answer. Assistant surgeon of the United States volunteers and executive officer of hospital division No. 1, or Naval Academy hospital.

Question. Please state the sanitary condition and appearance, &c., of the paroled prisoners received here, together with their declarations as to the cause of their sickness, and your opinion as to the truth of their statements.

Answer. I have been on duty in this hospital since October 3, 1863. Since that time I have been present on the arrival of the steamer New York on five

or six different occasions, when bringing altogether some three or four thousand paroled prisoners. I have assisted in unloading these prisoners from the boat, and assigning them to quarters in the hospital. I have found them generally very much reduced physically, and depressed mentally, the direct result, as I think, of the ill-treatment which they have received from the hands of their enemies—whether intentional or not I cannot say. I have frequently seen on the boat bodies of those who have died while being brought here, and I have frequently known them to die while being conveyed from the boat to the hospital ward. Their condition is such (their whole constitution being undermined) that the best of care and medical treatment, and all the sanitary and hygeian measures that we can introduce appear to be useless. Their whole assimilative functions appear to be impaired. Medicines and food appear, in many cases, to have no effect upon them. We have made post mortem examinations repeatedly of cases here, and on all occasions we find the system very much reduced, and in many cases the muscles almost entirely gone—reduced to nothing literally but skin and bone; the blood vitiated and depraved, and an anœmic condition of the entire system apparent. The fact that in many cases of post mortems we had discovered no organic disease, justifies us in the conclusion that the fatal result is owing principallly, if not entirely, to a deprivation of food and other articles necessary to support life, and to improper exposure. On all occasions when arriving here, these men have been found in the most filthy condition, it being almost impossible, in many cases, to clean them by repeated washings. The functions of the skin are entirely impaired, and in many cases they are encrusted with dirt, owing, as they say, to being compelled to lie on the sand at Belle island; and the normal function of the skin has not been recovered until the cuticle has been entirely thrown off. Their bodies are covered with vermin, so that it has been found necessary to throw away all the clothing which they had on when they arrived here, and provide them entirely with new clothing. Their hair has been filled with vermin, so that we have been obliged to cut their hair all off, and make applications to kill the vermin in their heads. Many of them state that they have had no opportunity to wash their bodies for six or eight months, and have not done so.

Question. What have been their statements to you in their conversation with you?

Answer. Their reply almost invariably has been, that their condition is the result solely of ill-treatment and starvation; that their rations have consisted of corn-bread and cobs ground with corn, of a few beans at times, and now and then a little piece of poor meat. Occasionally one is heard to say, that in his opinion the rebels are unable to treat them in any better manner; that they have been treated as well as possible; and I have found several who stated that their physicians were kind to them and did all they could, but complained of want of medicines.

Question. Is it your conclusion, as a physician, that the statements of these paroled prisioners, in regard to the treatment they have received, are correct, and that such treatment would produce such conditions of health as you witness among them upon their arrival here?

Answer. Yes, sir; and that in many cases their statements fall short of the truth, as evinced by the results shown in their physical appearance; and these men are in such a condition that even if they recover, we consider them almost entirely unfitted for further active field service—almost as much so, we frequently say, as if they had been shot on the field.

Miss Abbie J. Howe, sworn and examined.

By Mr. Gooch:

Question. From what State are you, and what position do you occupy in this hospital?

Answer. I am from Massachusetts, and am here acting as nurse.

Question. How long have you been here?

Answer. Since the 15th of September, 1863.

Question. Have you had charge of the sick and paroled prisoners who have come here during that time?

Answer. Yes, sir; some of them.

Question. How many of them have you had charge of, should you think?

Answer. I should think I have had charge of at least 250 who have come under my own charge.

Question. Can you describe to us the general condition of those men?

Answer. Almost all of them have had this dreadful cough. I do not think I ever heard the like before; and they have had chronic diarrhœa, very persistent indeed. Many of them have a great craving for things which they ought not to have. One patient who came in here had the scurvy, and he said: "I can eat anything that a dog can eat. Oh, do give me something to eat;" and in their delirium they are crying for "bread, bread," and "mother, mother." One of them called out for "more James river water to drink."

Question. What has been their general complaint in regard to their treatment while prisoners?

Answer. Their chief complaint has been want of food and great exposure. Many of them who had clothes sent them by friends or our government, were obliged to sell everything until they were left as destitute as at first, in order to get more food. I have seen some of their rations, and I would myself rather eat what I have seen given to cattle, than to eat such food as their specimens brought here. One man had the typhoid fever, but was in such haste to get away from the hospital in Richmond in order to get home, that he would not remain there. He had the ravenous appetite which men with typhus fever have; and other men told me that they gave him their rations which they could not eat themselves. This produced a terrible diarrhœa, and he lived but a few days after he arrived here.

Question. What has been the physical condition of these, emaciated or otherwise?

Answer. Just skin and bone. I have never imagined anything before like it.

Question. Have their statements, in relation to their exposure and deprivation of food, corresponded entirely with each other?

Answer. Yes, sir, entirely so, except those who were able, by work, to get extra rations; and those extra rations were not anything like what our men have here, but it gave them as much and as good as their guards had; and they have not only been treated in this way, but they have been ill-used in almost every way. They have told me that when one of them was sitting down, and was told to get up, and was not moving quickly in consequence of his sickness, he was wounded by the rebels in charge. They have often told me that they have been kicked and knocked about when unable to move quickly. I could give a great many instances of ill-treatment and hardships which have been stated to me, but it would take a great deal of time to tell them.

Rev. H. C. Henries, sworn and examined.

By Mr. Odell:

Question. What is your position here?

Answer. Chaplain of the hospital.

Question. How long have you been here?

Answer. I have been on duty since December 7, 1861.

Question. You are familiar with the facts connected with the condition of paroled prisoners arriving here from the south?

Answer. Yes, sir.

Question. Will you state generally what was their condition?

Answer. I think it would be impossible for me to give any adequate description, for I think all language fails to fully express their real condition as they land here. Their appearance is haggard in the extreme; ragged, destitute even of shoes, and very frequently without pants or blouses, or any covering except their drawers and shirts, and perhaps a half a blanket, or something like that; sometimes without hats, and in the most filthy condition that it is possible to conceive of either beast or man being reduced to in any circumstances; unable to give either their names, their residence, regiments, or any facts, in consequence of their mental depression, so that I believe the surgeons have found it quite impossible some times to ascertain their relation to the army. Their statements agree almost universally in regard to their treatment at the hands of the rebels. There have been a very few exceptions, indeed, of those who have stated that perhaps their fare was as good as, under the circumstances, the rebels were able to give them, but the almost universal testimony of these men has been, that they were purposely deprived of the comforts and medical care which could have been afforded them, in order to render them useless to the army in the future. That has been the impression which a great many of them have labored under. They have given their testimony in regard to their condition on Belle Isle. There were three in one room here not long since, who told me that some eight of their comrades died during one or two days, and their bodies were thrown out on the banks that enclosed the ground and left there for eight days unburied, and they were refused the privilege of burying their comrades, until the hogs and the dogs had well-nigh eaten up their bodies. Yesterday, one man told me that he was so starved, and his hunger had become so intolerable, that his eyes appeared to swim in his head, and at times to be almost lost to all consciousness. Others have stated that they have offered to buy dogs at any price for food, of those who came in there; and one actually said that when a man came in there with a dog, and went out without the dog noticing it, they caught him and dressed him and roasted him over the fire, over a gas-light, as best they could, and then ate it; and, as he expressed it, "it was a precious mite to them." Their testimony in regard to the cruelty of the guards and others set over them is to the effect that in one instance two comrades in the army together, who were taken prisoners together, and remained in the prison together, were separated when the prisoners were exchanged. One was returned here and the other left. The one who was left went to the window and waved his hand in adieu to his comrade, and the guard deliberately shot him through the temple, and he fell dead. I mentioned this fact to others of our prisoners here in the hospital, and they said that they knew it to be so. Some of them were there at the time the man was shot.

Question. Do you keep any record of the deaths here?

Answer. I have not kept a record. I have the official notice of the deaths; but inasmuch as the records are kept at the office, and we have had so many other duties crowding upon us—so many deaths here—it has been almost impossible for us to keep any record. I think it is impossible for any description to exaggerate the condition of those men. The condition of those here now is not so bad, as a class, as some we have received heretofore.

By the chairman:

Question. Has the treatment of our prisoners latterly been worse than before, from their testimony?

Answer. I think there has been no very material change of late. I think it has grown worse from the very first; but for a year past, I should judge it could not be made any worse.

Question. Just the same thing we now see here?

Answer. Yes, sir. I would give just another fact in regard to the statements made here by large numbers of our returned prisoners. On Belle Isle, their

privies were down from the main camp. From 6 o'clock in the morning until 6 o'clock in the evening they were permitted to go to these sinks or privies, but from 6 at night until 6 in the morning they were refused the privilege of going there, and consequently, so many suffering with diarrhœa, their filth was deposited all through their camp. The wells from which they drew their water were sunk in the sand around through their camp, and you can judge what the effect of that has been. Some of these prisoners, soon after they were put on Belle Isle, not knowing the regulations there, and suffering from chronic diarrhœa, when making the attempt to go down to these privies after 6 o'clock at night, were shot down in cold blood by the guards, without any warning whatever. Several such instances have been stated to me by parties who have arrived here.

By Mr. Odell:

Question. You make these statements from the testimony of prisoners received here?

Answer. Yes, sir; from testimony that I have the most perfect confidence in. Men have stated these things to me in the very last hours of their lives.

By the chairman:

Question. Were they conscious of their condition at the time they made their statements?

Answer. Yes, sir; I think they were perfectly conscious; yet there is one thing which is very remarkable, that is, these men retain their hope of life up to the hour of dying. They do not give up. There is another thing I would wish to state: all the men, without any exception, among the thousands that have come to this hospital, have never, in a single instance, expressed a regret (notwithstanding the privations and sufferings that they have endured) that they entered their country's service. They have been the most loyal, devoted, and earnest men. Even on the last days of their lives they have said that all they hoped for was just to live and enter the ranks again and meet their foes. It is a most glorious record in reference to the devotion of our men to their country. I do not think their patriotism has ever been equalled in the history of the world.

The committee then proceeded, by steamer, from Annapolis to Baltimore, and visited the "West Hospital," and saw the patients there. As they presented the same reduced and debilitated appearance as those they had already seen at Annapolis, and in conversation gave the same account of their treatment at the hands of the rebels, the committee concluded their examination by taking merely the testimony of the surgeon and chaplain of the hospital.

"WEST HOSPITAL," *Baltimore, Md., May* 6, 1864.

Dr. Wm. G. Knowles, sworn and examined.

By the chairman:

Question. Will you state whether you are in the employment of the government; and if so, in what capacity?

Answer. I am, and have been for nearly three years, a contract physician in the "West Hospital," Baltimore.

Question. Have you received any of the returned Union prisoners, from Richmond, in your hospital?

Answer. We have received those we have here now; no others.

Question. How many have you received?

Answer. We have received 105.

Question. When did you receive them?

Answer. Two weeks ago last Tuesday. On the 19th of April.

Question. Will you state the condition those prisoners were in when they were received here?

Answer. They were all very emaciated men, as you have seen here to-day, only more so than they appear to be now. They were very emaciated and feeble, suffering chiefly from diarrhœa, many of them having, in connexion with that, bronchial and similar affections. From the testimony given to me by these men I have no doubt their condition was the result of exposure and—I was about to say starvation; but it was, perhaps, hardly starvation, for they had something to eat; but I will say, a deficient supply of food and of a proper kind of food; and when I say "exposure," perhaps that would not be sufficiently definite. All with whom I have conversed have stated that those who were on Belle Isle were kept there even as late as December with nothing to protect them but such little clothing as was left them by their captors; with no blankets, no overcoats, no tents, nothing to cover them, nothing to protect them; and that their sleeping-place was the ground—the sand.

Question. What would you, as a physician of experience, aside from the statements of these returned prisoners, say was the cause of their condition?

Answer. I should judge it was as they have stated. Diarrhœa is a very common form of disease among them, and from all the circumstances I have every reason to believe that it is owing to exposure and the want of proper nourishment. Some of them tell me that they received nothing but two small pieces of corn-bread a day. Some of them suppose (how true that may be I do not know) that that bread was made of corn ground with the cobs. I have not seen any of it to examine it.

Question. How many have died of the number you have received here?

Answer. Already twenty-nine have died, and you have seen one who is now dying; and five were received here dead, who died on their way from Fortress Monroe to Baltimore.

Question. How many of them were capable of walking into the hospital?

Answer. Only one; the others were brought here from the boat on stretchers, put on the dumb-waiter, and lifted right up to their rooms, and put on their beds. And I would state another thing in regard to these men: when they were received here they were filthy, dirty, and lousy in the extreme, and we had considerable trouble to get them clean. Every man who could possibly stand it we took and placed in a warm bath and held him up while he was washed, and we threw away all their dirty clothing, providing them with that which was clean.

Question. What was the condition of their clothing?

Answer. Very poor, indeed. I should say the clothing was very much worn, although I did not examine it closely, as that was not so much a matter of investigation with us as was their physical condition. Their heads were filled with vermin, so much so that we had to cut off their hair and make applications to destroy the vermin.

Question. What portion of those you have received here do you suppose are finally curable?

Answer. We shall certainly lose one-third of them; and we have been inclined to think that, sooner or later, we should lose one-half of them.

Question. Will the constitutions of those who survive be permanently injured, or will they entirely recover?

Answer. I think the constitutions of the greater part of them will be seriously impaired; that they will never become strong and healthy again.

Question. What account have these men given you as to the comparative condition of those left behind? Did the rebels send the best or the poorest of our prisoners?

Answer. I could not tell that; I have never inquired. But I should presume they must have sent the worst they had.

Question. You have had charge of confederate sick and wounded, have you not?

Answer. Yes, sir; a large number of them. This was the receiving hospital for those from Gettysburg.

Question. What was the treatment they received from us?

Answer. We consider that we treated them with the greatest kindness and humanity; precisely as we treated our own men. That has been our rule of conduct. We gave them the very best the hospital would afford; and not only what properly belonged to the hospital, but delicacies and luxuries of every kind were furnished them by the hospital, and by outside sympathizers, who were permitted to send delicacies to them.

Question. It has been stated in many of the rebel newspapers that our prisoners are treated the same and fed with the same rations as their soldiers in the field. In your judgment, as a physician would it be possible for their soldiers to retain their health and energy if fed as our prisoners have been?

Answer. No, sir; it would be impossible; multitudes of them would have died under such treatment.

Question. I do not know as I desire to question you further. Is there anything more you desire to state?

Answer. I do not know that there is; it is all in a nut-shell.

By Mr. Odell:

Question. Is not the disease as evinced among those men clearly defined as resulting from exposure and privations, and want of proper food and nourishment?

Answer. That is our decided opinion as medical men; the opinion of all of us who have had anything to do with these men.

By Mr. Gooch:

Question. The condition of all these men appears to be about the same. Is there really any difference in their condition except in degree?

Answer. I think that is all. Some men have naturally stronger constitutions than others, and can bear more than others. That is the way I account for the difference.

By Mr. Odell:

Question. Are the minds of any of them affected permanently?

Answer. We have had two or three whose intellect is very feeble; some of them are almost like children in that respect.

Question. Do you think that grows out of the treatment they have received?

Answer. I think the same cause produced that as the other.

By the chairman:

Question. Is not that one of the symptoms attendant upon starvation, that men are likely to become deranged or idiotic?

Answer. Yes, sir; more like derangement than what we call idiocy.

By Mr. Gooch:

Question. Can those men whose arms you bared and held up to us—mere skeletons, nothing but skin and bone—can those men recover?

Answer. They may; we think that some of them are in an improving condition. But we have to be extremely cautious how we feed them. If we give them a little excess of food under these circumstances they would be almost certain to be seriously and injuriously affected by it.

Question. It is your opinion, you have stated, that these men have been reduced to this condition by want of food?

Answer. It is; want of food and exposure are the original causes. That has produced diarrhœa and other diseases as a natural consequence, and they have aided the original cause and reduced them to their present condition. I should like the country and the government to know the facts about these men; I do not think they can realize it until the facts are made known to them. I think the rebels have determined upon the policy of starving their prisoners, just as much as the murders at Fort Pillow were a part of their policy.

Rev. J. T. Van Burkalow, sworn and examined.

By the chairman:

Question. What is your connexion with this hospital?

Answer. I am the chaplain of the hospital.

Question. How long have you been acting in that capacity?

Answer. I have been connected with the hospital in that capacity ever since the 20th of October, 1862.

Question. What has been your opportunity of knowing the condition of our returned prisoners?

Answer. I have mingled with them and administered unto them ever since they have been here, night and day. I have written, I suppose, something like a hundred letters for them to their relatives and friends, since they arrived here.

Question. Have you attended them when they were dying?

Answer. Yes, sir.

Question. And conversed with them about their condition, and the manner in which they have been brought to that condition?

Answer. Yes, sir; I have.

Question. Please tell us what you have ascertained from them.

Answer. The general story I have gotten from them was to the effect that when captured, and before they got to Richmond, they would generally be robbed of their clothing, their good United States uniforms, even to their shoes and hats taken from them, and if anything was given to them in place of them, they would receive only old worn-out confederate clothing. Sometimes they were sent to Belle Isle with nothing on but old pants and shirts. They generally had their money taken from them, often with the promise of its return, but that promise was never fulfilled. They were placed on Belle Isle, as I have said, some with nothing on but pants and shirts, some with blouses, but they were seldom allowed to have an overcoat or a blanket. There they remained for weeks, some of them for six or eight weeks, without any tents or any kind of covering.

Question. What time of the year was this?

Answer. All along from September down to December, as a general thing, through the latter part of the fall. There they remained for weeks without any tents, without blankets, and in many instances without coats, exposed to the rain and snow, and all kinds of inclement weather. And where some of them had tents, they were old worn-out army tents, full of holes and rents, so that they are very poor shelters indeed from the storms. I have been told by several of them that several times, upon getting up in the morning, they would find six or eight of their number frozen to death. There are men here now who have had their toes frozen off there. They have said that they have been compelled to get up during the night and walk rapidly back and forth to keep from dying from the cold.

Question. What do they say in regard to the food furnished them?

Answer. They represent that as being very little in quantity, and of the *very poorest* quality, being but a small piece of corn-bread, about three inches

square, made of meal ground very coarsely—some of them suppose made of corn and cobs all ground up together—and that bread was baked and cut up and sent to them in such a manner that a great deal of it would be crumbled off and lost. Sometimes they would get a very small piece of meat, but that meat very poor, and sometimes for days they would receive no meat at all. And sometimes they would receive a very small quantity of what they call rice-water—that is, water with a few grains of rice in it.

Question. You have heard their statements separately?

Answer. Yes, sir.

Question. Do they all agree in the same general statement as to their treatment?

Answer. Yes, sir; they do.

Question. How were they clothed when they arrived here?

Answer. They were clothed very poorly indeed, with old worn-out filthy garments, full of vermin.

Question. What was their condition and apperance as to health when they arrived here?

Answer. They looked like living skeletons—that is about the best description I can give of them—very weak and emaciated.

Question. Have you ever seen men at any time or place so emaciated as these are—so entirely destitute of flesh?

Answer. I think I have a few times, but very rarely; I have known men to become very emaciated by being for weeks affected with chronic diarrhœa, or something of that kind. But the chronic diarrhœa, and liver diseases, and lung affections, which those men now have, I understand to have been superinduced by the treatment to which they have been subjected; their cruel and merciless treatment and exposure to inclement weather without any shelter or sufficient clothing or food, reducing them literally to a state of starvation.

Question. Could any of them walk when they arrived here?

Answer. I think there was but one who could make out to walk; the rest we had to carry into the hospitals on stretchers.

By Mr. Odell:

Question. Did these men make these statements in their dying condition?

Answer. Yes, sir.

By the chairman:

Question. Were the persons who made these statements conscious of approaching dissolution?

Answer. Yes, sir; I know of no particular cases where they spoke of these things when they were right on the borders of death; but they made them before, when they were aware of their condition.

Question. So that you have no reason to doubt that they told the exact truth, or intended to do so?

Answer. None whatever. There has been such a unanimity of testimony on that point, that I cannot entertain the shadow of a doubt.

Question. And their statements were corroborated by their appearance?

Answer. Yes, sir.

Question. You have had under your charge and attention confederate sick and wounded, have you not?

Answer. Yes, sir.

Question. How have they been treated?

Answer. In my judgment they have been treated just as well as any of our own men ever were treated. In fact, they have got better treatment than our men did formerly, for the reason that, in addition to what we have given them —and we have tried to treat them just as we would have them treat our men—

in addition to that, we have allowed the rebel sympathizers of Baltimore to bring them, every day, delicacies in abundance.

Question. Were these rebel sympathizers bountiful to them in that line?

Answer. Yes, sir, very.

Question. What has been the feeling evinced by our returned prisoners, after having received such treatment, in regard to having entered the service? Have they ever expressed any regret that they entered our army?

Answer. As a general thing, they have not. In fact, I have heard but one express a different sentiment. He was a mere youth, not more than 16 or 17 years of age now. His feet were badly frozen. He remarked that he had regretted, even long before he got to Richmond, that he entered the service. But I have heard a number of them declare that if they were so fortunate as to recover their health and strength, they should be glad to return to the service, and still fight for their country.

Question. They then bear their misfortunes bravely and patriotically?

Answer. Yes, sir, they do.

Question. And without complaining of their government?

Answer. Yes, sir, without complaining of their fate, except so far as to blame their merciless enemies.

U. S. GENERAL HOSPITAL, DIV. No. 1,
ANNAPOLIS, MD.

Private FRANCIS W. BEEDLE,

COMPANY M, 8TH MICHIGAN CAVALRY,

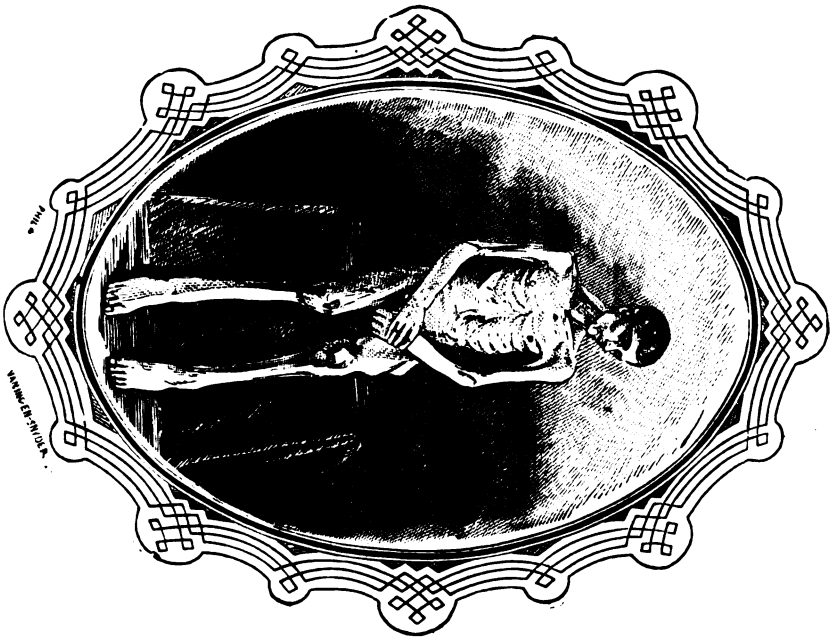
Was admitted per Steamer New York, from Richmond, Va., May 2, 1864. Died May 3, 1864, from effects of treatment while in the hands of the enemy.

WEST'S BUILDING HOSPITAL,
BALTIMORE, MD.

Private JOHN BREINIG,

COMPANY G, 4TH KENTUCKY CAVALRY,

Admitted April 18, 1864. Improved a little for two weeks, then gradually failed and died on the 12th instant.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'ERAL HOS PITAL, DIV.No. 1,
ANNAPOLIS, MD.

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vate JOHN Q. ROSE,
Y C, 8TH KENTUCKY VOLUNTEERS,
mer New York, from Richmond, Va., May
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hile in the hands of the enemy.

U. S. GENERAL H
ANNAP

Private L.
COMPANY B, 3D WES
Admitted per Steamer New Y
2, 1864. Died May 10,
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T'S BUILDING HOSPITAL,

BALTIMORE, MD.

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ate GEORGE H. WIBLE,

NY F, 9TH MARYLAND VOLUNTEERS,

om Flag-of-truce boat April 18, 1864. Is slowly improving.

WEST'S BUILDING

BALTIMORE,

Private EDWARD C

COMPANY F, 7TH OH

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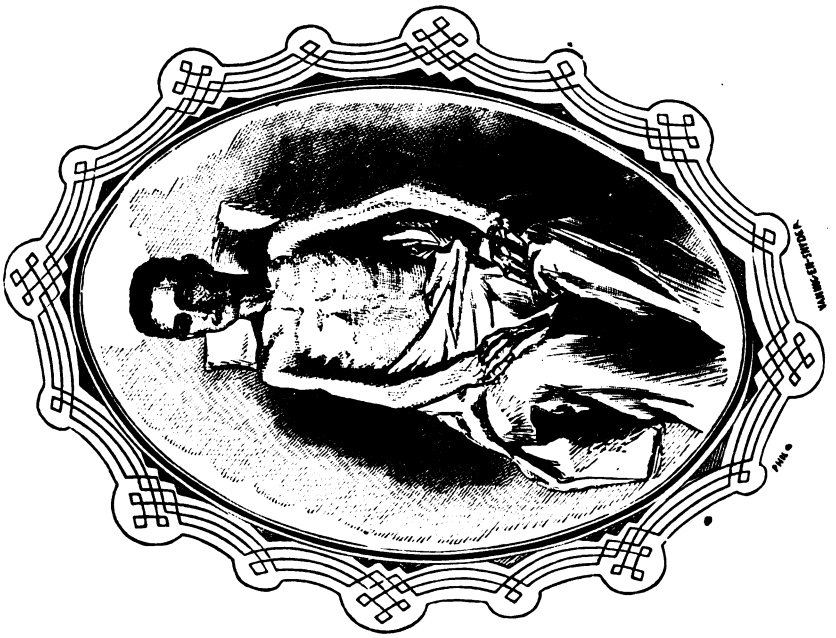

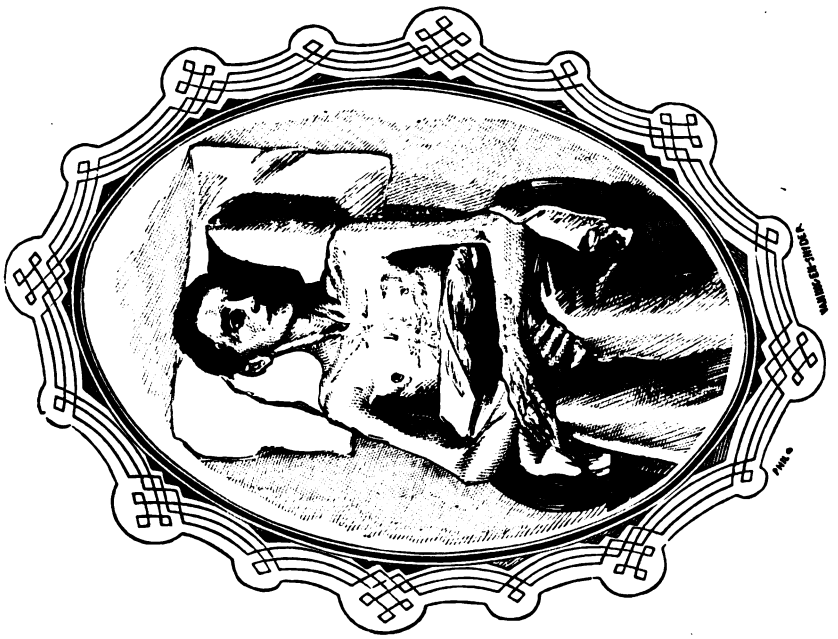

WEST'S BUILDING HOSPITAL,
BALTIMORE, MD.

Private **LEWIS KLEIN**,

COMPANY A, 14TH NEW YORK CAVALRY,

Admitted from Steamer New York, from Richmond, Va. April 18, 1864. Is improving nicely.

WEST'S BUILDING HOSPITAL,
BALTIMORE, MD.

Private **CHARLES R. WOODWORTH**,

COMPANY G, 8TH MICHIGAN CAVALRY,

Was admitted from Flag-of-truce boat April 18, 1864. Has improved very much since received.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 69.

IN THE SENATE OF THE UNITED STATES.

MAY 12, 1864.—Ordered to be printed.

Mr. MORRILL made the following

REPORT.

[To accompany bill S. No. 274.]

The Committee on Claims, to whom was referred the memorial of John Hastings, submit the following report:

The petitioner asks to be relieved from the payment of the sum of nine thousand nine hundred and fifty-six dollars, of which it is alleged he was robbed on the night of the 10th of March, 1854, while he was acting in the capacity of collector of the port of Pittsburg.

This case has received the careful consideration of the Committee on Claims at several preceding sessions of Congress, and several favorable reports, accompanied by a bill for the relief of Mr. Hastings, have been made to the Senate.

The first of these was made in the 34th Congress, 1st session, by Mr. Brodhead, and recapitulates all the facts in the case at great length, which is made a part of this report.

The second was made by Mr. Iverson, to the 35th Congress, 1st session, and the new evidence filed at that session fully sustained the evidence previously introduced in the case.

Each of these reports recommended that relief be granted, and no new facts have transpired to show that the opinion of the committee was not correct; on the contrary, it now appears that Mr. Hastings, at the commencement of the present war, entered the service of the United States as a volunteer, and in the service was severely wounded in the leg and was otherwise injured, so as to incapacitate him for service or employment. He is without means to pay the sum lost, and if it is exacted his bondsman must pay it; and he is helpless, so far as ability to acquire and refund it if paid by them. One of his sureties is understood to be an old man of limited means.

Considering the facts in the case and all the circumstances, your committee are of opinion that the government should grant relief, and report a bill therefor.

MR. BRODHEAD'S REPORT.

The Committee on Claims, to whom was referred the petition of John Hastings, report:

The petitioner asks to be relieved from the payment of the sum of about $10,000 of public money, of which, it is alleged, he was robbed on the night of the 10th of March, 1854, while acting in the capacity of collector of the port of Pittsburg.

The questions presented by this case are, first, the fact of the robbery of that amount of public money; and, second, the circumstances under which it would be safe and proper for Congress to interpose, by special legislation, to relieve a particular case from the operation of the existing general law.

1. As to the fact of the robbery.

The testimony produced in support of the fact was taken before the mayor of Pittsburg, the United States district attorney acting as counsel, commencing on the morning subsequent to the robbery.

Mr. Hastings deposes that he left the custom-house on the evening of the 10th of March, about a quarter past five o'clock, and went home to supper. At half-past six he started to go out, and when he got within three or four steps of the side-walk (on his front steps) a short thick man presented himself in front, and at the same time he heard footsteps behind. On turning to look he saw a tall man approaching. At this moment the first man caught him by the throat, pushed him back on the steps, when the other man came up and struck him on the side of the head, by which he was stunned and lost all further recollection; that when he left the custom-house he left Mr. Taylor, the deputy surveyor, and Cupples, the watchman, in the office; that there were in the vault three bags of gold, two containing $5,000 each, tied up, and one bag, containing $2,876, untied; that he locked the vault; that he had on his person $320 cash, and a gold watch and the keys of the vault, when he was attacked.

Mrs. Hastings testifies that about three-quarters of an hour after her husband went out, she heard him calling, and on going to the front door, in company with her son, they discovered Mr. Hastings lying on the steps. She asked him if he was sick, and he answered, "They have knocked me down; send Tommy for Rowley." She noticed that he had been struck on the head and was bleeding. After Mr. Rowley had arrived they helped him into the house.

Dr. McCook was sent for, and states that he was called at 8 or 8½ o'clock, and found Mr. Hastings in a very critical position, pulseless, with a very cold skin, scarcely able to articulate, with marks of violence upon his throat and upon the side of his head, which had undoubtedly produced the condition of the system in which he found him.

Mr. Hastings continued quite ill for several days.

Joseph Cupples deposes that his watch commenced at 7 p. m., when he went on duty till morning; that when he came in, at 7 o'clock, he sat down in the front office, smoked a cigar, and fell asleep; slept about an hour; when he awoke he saw no one in the office; shortly after McAllan, the other watchman, came in, walked about, and retired. Soon after Mr. Keenan came and told him that Hastings had been knocked down and the keys taken from him, and warned him to be on his guard. He heard no noise during the night.

Mr. Keenan, editor of the Pittsburg Union, deposes that his office is opposite the custom-house; about 9 o'clock a messenger came and told him what had occurred to Mr. Hastings; he went immediately over to the custom-house; hammered at the door; the watchman, Cupples, came, and he informed him and put him on his guard; notified the police; went to Mr. Hastings's house; found him in bed, suffering very much. He then proceeded, in concurrence with the officers of the law, to take measures to detect the "rascals."

John Taylor, deputy surveyor, states that he left the office on the 10th about six o'clock p. m.; locked the vault before he left; left Mr. Hastings and the watchman there; heard nothing of the outrage until he came to the office the next morning, about 8½ o'clock; he found the vault locked; opened it, and saw a large quantity of gold coin on the floor; the money-drawer was half drawn out, and the key gone; no appearance of violence; witness and Mr. Hastings each had a key to the vault; counted the money scattered on the floor of the vault, and found $2,876 in gold, and fifty cents in silver.

McAllan (watchman) says he went into the custom-house about seven o'clock;

saw Cupples sitting by the fire, apparently asleep; went into the back room; took one of the revolvers; went out again, and locked the door; thinks Cupples was slightly intoxicated.

Samuel Kellar deposes: Is a clerk in the custom-house; left the office at five o'clock on Friday evening; heard of the attack on Mr. Hastings at seven o'clock Saturday morning; went to the office, and found things looking right; when Mr. Taylor came I told him of the attack; we sat down and read the papers until about nine o'clock; Mr. Taylor retired for a short time; returned and unlocked the vault; he exclaimed, "My God! the gold is gone too;" I looked and saw some gold scattered on the floor.

This is the substance of the evidence elicited before the mayor. Other witnesses testify to the same or similar facts.

The department was immediately informed of the robbery.

Mr. Gouge, a special agent of the Treasury Department, who subsequently visited Pittsburg, reported that there was "a deficiency of $9,956 62 caused by a robbery committed some time since." All of his report which relates to this office is hereto annexed.

In the opinion of the committee, the fact of the robbery is fully sustained by the evidence, and that it occurred without any want of care or vigilance on the part of the collector; that he was attacked and overcome by physical force, rendered helpless and insensible, and in that condition robbed of his private funds and of the keys to the vault in which the public money was deposited, by which means access to it was obtained.

2. The second inquiry is: Do the circumstances under which this loss occurred afford safe and proper grounds upon which Congress should interpose by special legislation to suspend the operation of those general principles of law which have been deemed necessary to the security of the public money?

The act of 1846 provides "that any failure to pay over or to produce the public money intrusted to such persons, [persons intrusted with the public money,] shall be held and taken to be *prima facie* evidence of such embezzlement."—(9 *Statutes at Large*, 63.)

And the Supreme Court, in the case of the United States *vs.* Prescott *et als.*, held that "the felonious taking and carrying away the public moneys in the custody of a receiver of public moneys, without any fault or negligence on his part, does not discharge him and his sureties, and cannot be set up as a defence to an action on his official bond."—(3 *Howard*, 578.)

The adoption of such a system of accountability by Congress, with respect to its agents charged with the receipt and disbursement of the public money, as to leave no discretion whatever on the subject, in any of the officers charged with the settlement of their accounts, was doubtless designed to secure the utmost care and vigilance on the part of such agents, and to preclude every possible inducement to fraud or collusion on their part, by which its safety might be endangered.

The law of the case is therefore clear, and if relief be granted, it must be by the grace or equity of the legislative power, interposing under the peculiar circumstances of the case to suspend the operation of the law.

Although it has been the policy of the government to require all receiving and disbursing officers to account for the money which came into their hands by the proper vouchers, and to hold them responsible against accidents and thefts, there have been some cases in which relief has been granted by special acts. Numerous and somewhat conflicting reports have been made in both houses of Congress on applications of this character, but in the few instances in which relief has been recommended, the principle adopted by Alexander Hamilton, in the Treasury Department, that, from the very great danger of abuse to which the assumption of such losses by the government would be liable to lead, it was

essential to the public safety that the utmost strictness and exactness should be observed, has generally been recognized.

While some of the committees have insisted that, as the receivers of public money are paid for its custody, they stand in the relation of common carriers, and should be held to the strict accountability imposed by the law, others have maintained that, where the utmost care and diligence have been observed, and the loss has occurred by shipwreck, or by occurrences over which the receiver could have had no control, the loss should fall upon the government. And upon this latter principle, relief has, in several instances, been granted by Congress.

The loss in the present case rests upon the testimony of the claimant that the money was in the vault when he left the office at about 5 p. m., on the 10th March, upon proof that he was attacked at about half-past six the same evening, severely injured and robbed of his money, watch, and the keys of the vault; the deposition of Mr. Taylor, deputy surveyor, that on opening the vault the next day, between 9 and 10 a. m., he found a quantity of gold scattered on the floor, the money drawer partially open, and the key gone, no appearance of violence being apparent; and the report of Mr. Gouge that he found a deficiency at Pittsburg of $9,956 62, caused by a robbery.

There is also a report from Mr. Crawford, supervising inspector, who was directed by the Secretary of the Treasury to investigate the affair, in which he says, that he went to the custom-house on the morning of the 11th to inquire into the extent of the injuries to Mr. Hastings, and then heard of the robbery of the custom-house. Mr. Taylor informed him that there was a quantity of gold coin scattered on the floor of the vault, which he assisted in counting. He describes the vault and says: "Mr. Hastings carried the key to those drawers in which all large sums of gold are kept; Mr. Taylor carried the keys to the two other drawers in which were kept small sums for daily use, and which were not disturbed. In the upper drawer of the two occupied by Mr. Hastings there were two bags, each containing five thousand dollars in gold. These were tied up. And another bag containing the money scattered on the floor of the vault. This was open at the end, and was not tied as the others were."

After speaking of the character of the employés, he says: "To disconnect the watchmen with all knowledge or participation in the matter, it seems strange indeed how the money could have been taken away." The severe personal injuries received by Mr. Hastings, and which, as abundantly shown by the testimony, would seem to preclude all suspicion of complicity on his part, even without taking into consideration his previous good character and high standing in the community, considered in connexion with the fact that the circumstances were immediately investigated before the mayor of the city, and severally by two agents of the Treasury Department, all of which resulted in the conviction that no fault could be attached to the collector, have led the committee to regard this, under all the circumstances, as one of the cases in which Congress may and ought to interpose and grant the relief prayed, and in this conclusion they think they are sustained by the weight of the precedents in analogous cases.

They therefore report a bill, and recommend its passage.

Extract from report of W. M. Gouge, special agent for examining treasury depositories.

In each depository I found the amount of money which the books and returns called for, except at Pittsburg. In that there was a deficiency of $9,956 62, caused by a robbery committed some time previous.

The money there was kept in an unfinished building, in such a way as to invite aggression. The architect had placed a vault in the room, but it was

intended only for the safe-keeping of books. It was constructed of thin walls of brick, unlined with iron. It had two iron doors, but only the outer one had any fastening, and that was of the most common construction.

Mr. Hastings, the collector of customs and depositary at Pittsburg,* as he was on his way after nightfall to his home in Allegheny City, was attacked by footpads and nearly murdered. They took from him his watch, some hundred dollars in money, (his private funds,) and the key of the vault. On the same night the public money was abstracted; but as the robbers shut the door of the vault and locked it after they had attained their object, it was not known until next morning that a robbery had been committed.

Having been informed of the inadequacy of the defence in the custom-house at Pittsburg, the Treasury Department had authorized the collector to employ two watchmen, though the sum then in the depository was not large. Two watchmen were accordingly employed, but they proved unfaithful to their trust. One of them was drunk and asleep—perhaps had been drugged; the other is strongly suspected of having aided in the robbery.

There will be no loss to government, as the bonds given by the depositary will cover the amount abstracted, but the loss will fall heavily on a worthy man.

Some useful lessons may be derived from this mishap. If the double lock and key system, which is in use in the large depositories and some of the smaller ones, had been in use in Pittsburg, the footpads would have had to assail two men instead of one in order to get possession of both keys, and there is little probability that both of the holders of the keys would have been at one time in such a place or places as to invite an attack.

Again: public depositories should be so constructed that the money in them will be secure, even if the watchmen employed prove unfaithful to their trust. They should be so strong and constructed in such a way as to bid defiance to any attack which may be made upon them by any combination of burglars in the length of time burglars would have to operate. The depository at Boston is the only one that at present fully answers this description.

MR. IVERSON'S REPORT.

The Committee on Claims, to whom were referred the memorial and papers in the case of John Hastings, have carefully considered the same, and submit the following report:

The committee have come to the conclusion that the prayer of the petitioner ought to be granted. The case was presented to the last Congress, and referred to the Committee on Claims of the Senate, who made an elaborate report thereon through their chairman, Mr. Brodhead. Your committee think that the principles and rule which ought to govern the action of the government in such cases are very well and properly stated in that report, and they meet the concurrence of this committee. That report is hereto annexed, and we beg leave to refer the Senate to the same, as containing a correct and somewhat detailed statement of the evidence which was before that committee and the Senate at the last session of Congress.

During the discussion of the case in the Senate at the last Congress, a letter from one Robert Hague to the Hon. John P. Hale was read, which expressed the opinion that the alleged robbery of Mr. Hastings was a sham, and which stated some facts calculated, if true, to cast suspicion upon the truth of that

* The writer of this report was in error as to one circumstance. The attack was made on Mr. Hastings not as he was on his way to his home from the custom-house, but after he had reached his home and had eaten his supper, and when he was on his way to visit a friend.

allegation. Your committee, deeming it proper to obtain all the information which would throw light upon the subject, placed Mr. Hague's letter in the hands of the Secretary of the Treasury, with the request that he would transmit the same to the United States district attorney at Pittsburg, with instructions to examine Mr. Hague, upon oath, as to the facts stated in that letter, and any other facts which he might be disposed to state bearing upon the subject. The letter was accordingly transmitted to Pittsburg, and Mr. Hague examined under oath. The examination, however, elicited no new fact. Mr. Hague simply verified, in general terms, the truth of the facts stated in his letter. The production of this letter against Mr. Hastings, and the recent verification of it by the writer, caused Mr. Hastings to take the depositions of several witnesses, in addition to those originally filed in the case, and which were, shortly after the transaction, taken before the mayor of Pittsburg. These latter depositions fully sustain the testimony previously taken in the case, and, in the opinion of the committee, remove all doubt of the fact that Mr. Hastings was attacked, very badly injured, knocked down, and robbed, on the occasion alluded to, as represented by him. There cannot now be the least doubt that he was thus robbed of the key of the vault where the money was kept, by ruffians and robbers, who immediately proceeded to the custom-house, and were let into it by one of the watchmen, who was, probably, one of the three men who made the attack, and unlocked the vault with the stolen key, and abstracted the two bags of gold which were missed. Doubtless they intended, and attempted, to take the emptied bag of gold, but, in the darkness and hurry of the occasion, suffered it to fall upon the floor, and fearing that the sleeping watchman in the front room might awake and detect them, hastily retired, leaving the contents of that bag scattered on the floor of the vault.

This committee have strong reasons to believe that one of the watchmen was a *particeps criminis* in the robbery. Indeed, it is difficult to see how the robbers could have entered the house without the aid of some one having a key of the front room. The testimony taken in this case so completely disproves the suspicions thrown over it by Mr. Hague that the committee attach no credit or strength to his statement; and, believing that it is clearly established by a mass of testimony from witnesses of the highest character, that the facts stated by Mr. Hastings are true, and that he had no complicity whatever in the robbery, are of opinion that he ought to be relieved, and report a bill accordingly

38TH CONGRESS, 1st Session. } · SENATE. { REP. COM. No. 70.

IN THE SENATE OF THE UNITED STATES.

MAY 19, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 281.]

The Committee on Foreign Relations, to whom was referred the memorial of Alexander J. Atocha, praying that his claims against Mexico, disallowed by the commissioners under the treaty of Guadalupe Hidalgo, may be investigated, and, if found just, paid by the United States, have considered the subject, and now report:

That said claim has been pending before this body for some ten years past, and has always been regarded with favor by the committees who have acted upon it. Your committee consider the claim to have substantial merits, and they adopt as their own, with slight alterations, the report of a former committee of this body.

The memorialist was a citizen of the United States residing in Mexico. On the 26th of February, 1845, he received from that government an order "to leave the city of Mexico within the period of eight days for Vera Cruz, in order to depart from the republic."

It appears that the memorialist at the time protested, through Mr. Shannon, the American minister, against this order as a violation of the treaty of April 5, 1831, between the United States and Mexico, and notifying the latter government that he would hold it responsible for the losses he might sustain by reason thereof.

Forced by this order to retire from the Mexican territory within the period of eight days, the memorialist alleges that he sustained great pecuniary loss; and that he filed his claim specifying such loss, with the vouchers sustaining the same, before the board of commissioners appointed under the treaty of Guadalupe Hidalgo, which he alleges was unjustly rejected by that board, and he therefore petitions Congress for redress.

Believing that it would be dangerous to go behind the decision of the commissioners, unless it should appear that they had erred in the law applied to the case, your committee have examined with care the grounds assigned for an adverse decision in this case, and are satisfied that the commissioners erred in the law upon which they predicated their decision.

The commissioners assume, in their opinion, that the loss of the memorialist, by reason of his expulsion from Mexico, is established by the proofs filed by him, and decide against the validity of his claim exclusively upon the assumption that the order of expulsion was legal and proper, because, as they assume, of the complicity of the memorialist with Santa Anna in his resistance to the

government *de facto* in their efforts to depose him as the president of the republic.

The commissioners assume that the connexion of the memorialist with the political movements of Santa Anna is established—first, by the fact that he remained there with Santa Anna until he was forced to abandon the government and leave the Mexican territory; and, secondly, because Mr. Shannon, the American minister, did not reply to a communication of the secretary for foreign affairs of Mexico, in which that officer, in acknowledging the receipt of the protest of the memorialist against the order of expulsion, says that Mr. Atocha "was one of the principal agents who wrought against the government, as is notorious, and *as his excellency Mr. Shannon himself well knows.*"

The error of the first of these assumptions of fact by the commissioners is now established by the certificate of the officer having charge of the archives of the Mexican government, which states that Mr. Atocha does not appear to have had any connexion with the movements of Santa Anna; and by the letter of Santa Anna himself, who, on the part of Mexico, made the treaty of Guadalupe Hidalgo, stating emphatically that Mr. Atocha never had any political connexion with him, and that he remained with him by his invitation, because "in those times of disorder and insubordination, he could not separate himself from him without imminent risk."

The error of the second assumption of fact by the commissioners is established by the letter of our minister, Mr. Shannon, in which he expresses the conviction that the memorialist was not in any manner connected with the political movements of Santa Anna, and that he did not reply to the communication of the Mexican minister for foreign affairs, not because he knew the correctness of his charge against Mr. Atocha, but because the memorialist had left the country before the receipt of that communication, &c.

But for the purpose of the argument, assume, contrary to the fact, that the commissioners were right in saying that Mr. Atocha was connected with the political movements of Santa Anna, will it follow that the government of Mexico was authorized to issue the order of expulsion against Atocha? The solution of this question will depend upon the construction of the treaty of 1831 between the United States and Mexico.

The 26th article of that treaty was intended to provide for the protection of the citizens of the two nations in the event of war between them, and the stipulation is: "That if war should break out between the two contracting parties, there should be allowed the term of six months to the merchants residing on the coast, and one year to those residing in the interior of the States and Territories of each other, respectively, to arrange their business, dispose of their effects, or transport them whersoever they may please, giving them a safe conduct to protect them to the port they may designate. Those citizens who may be established in the States and Territories aforesaid, exercising any other occupation or trade, shall be permitted to remain in the uninterrupted enjoyment of their liberty and property so long as they conduct themselves peaceably, and do not commit any offence against the laws; and their goods and effects, of whatever class and condition they may be, shall not be subject to any embargo or sequestration whatever, nor to any charge nor tax other than may be established upon similar goods and effects belonging to the citizens of the State in which they reside, respectively; nor shall the debts between individuals, nor moneys in the public funds, or in public or private banks, nor shares in companies be confiscated, embargoed, or detained."

During the late war with Mexico many citizens of the United States, who were residing as merchants in the territory of that republic at the time war was declared to exist between the two countries, were summarily expelled in disregard of this stipulation of the treaty of 1831, and most of the claims presented to and allowed by the board of commissioners, appointed under the

treaty of 1848, were for damages consequent upon such violation of the treaty of 1831.

The 14th article of the treaty of 1831 was designed to secure to the citizens of the two republics, respectively, protection to their persons and property in time of peace; and, after stipulating for such protection, the two governments contract and agree "that the citizens of either party shall enjoy, *in every respect*, the same rights and privileges, either in prosecuting or *defending* their rights of person or of property, as the citizens of the country where the cause of action may be tried."

At the date of the order of expulsion of Mr. Atocha, Mexico and the United States were at peace with each other, and it necessarily follows, in the opinion of your committee, that for any offence with which he may have been charged, Mr. Atocha was entitled, under this article of the treaty, to be tried, and to have afforded to him all the means of a fair trial which are provided for in that article.

It seems to your committee to be also very clear that the Mexican government, under this treaty stipulation, possessed no other or greater power to punish a citizen of the United States domiciled within her territory than she possessed to punish one of her own citizens for a similar offence; and they are advised that the Mexican government did not possess, under the constitution and laws of that republic, the power to expel a Mexican citizen without trial for any offence. Indeed, the minister for foreign affairs who issued the order of expulsion against Mr. Atocha, in response to the letter of the American minister which had enclosed the protest of Mr. Atocha against the legality of the order, and his notice of intention to claim damages for the losses which it would occasion him, says, "that his government is authorized by the laws and constitution of the republic to expel from its limits *non-naturalized foreigners* pernicious to the country."

For the reasons assigned, your committee are of opinion that the expulsion of Mr. Atocha from the Mexican territory was a violation of the stipulations of the 14th article of the treaty of 1831, and consequently that he should have been awarded by the board of the commissioners organized under the treaty of Guadalupe Hidalgo such damages as he could show were sustained by him in consequence of that expulsion.

Your committee are advised that of the three and one quarter millions of dollars stipulated by the 15th article of the treaty of Guadalupe Hidalgo, to be appropriated to the payment of claims of citizens of the United States against Mexico, the sum of about a quarter of a million of dollars still remains in the treasury, and consequently to that extent the fund set apart for that purpose still exists to indemnify Mr. Atocha, if he can establish his claim by satisfactory proof.

Your committee have not deemed it their duty to investigate the quantum of indemnity to which Mr. Atocha may be entitled. And it being conceded that he was and is a citizen of the United States, they have confined themselves to the inquiry, whether his claim was intended to be provided for by the treaty of Guadalupe Hidalgo, and the affirmative of this question is, in their opinion, clearly demonstrated by the papers and proofs in the case.

Among the papers filed by Mr. Atocha your committee find the instructions of Santa Anna, then the president of the republic of Mexico, to the minister of his government, charged with the negotiation of the treaty, directing him to have the name of Mr. Atocha inserted in the treaty as one whose claim was to be paid under its provisions, and they find other and repeated recognitions of its justice as against Mexico, from the obligations of which that government claims to be released, solely because of the release by the United States, in that treaty, of all claims of its citizens against Mexico. We find that Mr. Almonte, the accredited minister of that republic to this government, was instructed to see that this claim, "the most just of any which had been presented," should

be paid from the fund which Mexico had provided by the sale of a part of her territory for the liquidation of claims of citizens of the United States against her.

With the presentation of another view of this subject, your committee will close this report.

After the board of commissioners had closed their labors, many citizens of the United States whose claims had been rejected petitioned Congress to review the decision of that board, and the Senate of the United States appointed a special committee to sit during the recess of Congress, with the power to send for persons and papers, and with instructions to examine each case and report such as, in their judgment, were entitled to relief.

That committee, in discharge of the duty assigned them, did investigate every claim which had been presented to the Senate for relief, and in every case, except this of Mr. Atocha, reported definitively. In his case no report was made because of an equal division of that committee upon his title to relief, so that this is the only case which has not received the supervision of the Senate, and it therefore appears to your committee that for this reason, also, the memorialist is entitled to have his claim now investigated, and affirmatively decided upon by the government.

Your committee, in accordance with these views, have prepared, and submit herewith, a bill for the relief of the memorialist, which directs that his claim shall be investigated by the Court of Claims, and providing for the payment of such amount as shall be found due him, provided that the amount so paid shall not exceed the balance of the fund provided by the treaty of Guadalupe Hidalgo which remains unapplied to the objects of that treaty.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 71.

IN THE SENATE OF THE UNITED STATES.

MAY 25, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the petition of Mrs. William Whistler, widow of the late Colonel William Whistler, praying a pension, beg leave to report:

That they have considered the prayer of the petitioner; that they fully recognize the long and valuable services of her late husband; but they do not feel at liberty, under existing circumstances, to extend the benefits of the pension laws to cases not clearly within the spirit and intent of those laws. The circumstances of the death of the husband of the petitioner were not such as to entitle her to a pension under present laws. The committee therefore, recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 72.

IN THE SENATE OF THE UNITED STATES.

MAY 25, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 289.]

The Committee on Pensions, to whom was referred the petit ion of Ida Hoffman widow of Solomon Hoffman, have had the same under consideration, and beg leave to report:

That the husband of the petitioner, Solomon Hoffman, was a deputy provost marshal in the service of the United States, in Carrol county, Indiana; that while engaged in the performance of his duty, in arresting deserters, on the 14th day of March, 1863, he was shot and instantly killed by one Reuben Stout, a deserter from the United States army, who was subsequently hung at Johnson's island in punishment of this crime; and that by the death of the said Hoffman the petitioner was left in indigent circumstances, with four children depending upon her for support.

Under the circumstances the committee are of the opinion that the prayer of the petitioner should be granted, and they herewith report a bill giving her the pension due the widow of a private soldier, to begin at the date of her husband's death, and to continue during her widowhood.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 73.

IN THE SENATE OF THE UNITED STATES.

MAY 30, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of Mrs. Eliza Donelly and Miss Sarah Donelly, (mother and sister of the late Colonel Donelly, of the 28th regiment New York volunteers, who was killed at the battle of Cedar Mountain,) asking a pension, beg leave to report:

That they have taken the case into consideration, and are of the opinion that the prayer of the petitioners should not be granted. It appears that the deceased left a widow, who is entitled to a pension under existing laws. In the present condition of the country, the committee are not in favor of extending the already liberal provisions of these laws. For this reason their report is adverse to granting the prayer of the petitioners.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 74.

IN THE SENATE OF THE UNITED STATES.

MAY 30, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 314.]

The Committee on Pensions, to whom was referred the bill H. R. No. 314, *for the relief of Harriet and Emily W. Morris, unmarried sisters of the late Commodore Henry W. Morris, have considered the same, and beg leave to report:*

That they have a profound appreciation of the eminent services of the late Commodore Morris, and sympathy for those relatives who have been bereaved by his death. Nevertheless, in consideration of the very great magnitude and increase of the demands upon the treasury of the country, they do not feel justified in extending the provisions of the already liberal pension laws to the extent asked for by the petitioners; and they therefore recommend that the bill do not pass.

38TH CONGRESS, 1st. Session. | SENATE. | REP. COM. No. 75.

IN THE SENATE OF THE UNITED STATES.

MAY 30, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 419.]

The Committee on Pensions, to whom was referred the bill H. R. No. 419, *for the relief of Peter Anderson, have considered the same, and respectfully report:*

That the petitioner was placed on the naval pension roll on the thirteenth day of July, 1863, at the rate of six dollars per month, on account of disability, resulting from injuries received in battle November 7, 1847, at Urias, Mexico. He now asks that he may receive his back pension from the date of the beginning of his disability to the day of the commencement of his present pension.

The committee do not feel disposed in this case to depart from their usual practice, sustained by the law, of fixing the beginning of pensions at the date of the completion of the proof; and they therefore recommend that the bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 76.

IN THE SENATE OF THE UNITED STATES.

MAY 31, 1864.—Ordered to be printed.

Mr. BUCKALEW submitted the following

REPORT

In the matter of the petition of A. J. Campbell, son of Scott Campbell, praying for the payment to him of the sum of ten thousand dollars in satisfaction of the claim of his said father, mentioned in the 9th article of the treaty with the Sioux Indians, of June 19, 1858.

The Committee on Indian Affairs, to whom was referred the above petition, make report:

That, by article 2, clause 9, of a treaty with the Sioux nation of Indians, concluded 28th of September, 1837, it was provided that the United States should pay to Scott Campbell, the interpreter who accompanied the Indian delegation who formed the treaty in behalf of their nation, in consideration of valuable services rendered by said Campbell to the Sioux, the sum of four hundred and fifty dollars per annum, for the period of twenty years; and by the third article of the same treaty it was further stipulated, that the said Scott Campbell should be secured in the quiet possession of the tract of land on the west side of the Mississippi, about one mile and a half below Fort Snelling, supposed to contain about five hundred acres, upon which he then resided.

Those provisions of the treaty were struck out by the Senate, upon its ratification, and have no validity or force.

But, by the 9th article of a subsequent treaty between the United States and the Medawakanton and Wahpakoota bands of the Dakota or Sioux tribe of Indians, concluded at Washington, June 19, 1858, (subsequently ratified without amendment by the Senate and proclaimed by the President,) it was declared as follows:

"ARTICLE IX.

"As the Senate struck from the treaty with the Medawakanton band of Sioux of the 29th of September, 1837, the ninth clause of the 2d article, and the whole of the 3d article of said treaty, which provided for the payment of four hundred and fifty dollars annually for twenty years to Scott Campbell, and confirmed to the said Scott Campbell a title to five hundred (500) acres of land which he then occupied, said payment and land being deemed by said Indians to form a part of the consideration for which they ceded to the United States a certain tract of land in said treaty specified, which reduction in the consideration for said lands has never been sanctioned by said Indians, the said Medawakanton and Wahpakoota bands now request that provision be made for the payment of the sum of ten thousand (10,000) dollars to A. J. Campbell, the son of Scott Campbell, now deceased, in full consideration of the money stipulated to be paid and land confirmed in the original draft of said treaty, which subject is hereby submitted to the Senate for its favorable consideration."—(U. S. Statutes at Large, vol. 12, p. 1031.)

This treaty imposes no obligation upon the United States to pay the sum of ten thousand dollars to A. J. Campbell, the petitioner, but is simply a request on the part of the Indians that it be paid him, and a submission of the question whether it shall be paid or not to the judgment of the Senate

In determining whether this sum shall be paid, and if paid, whether it shall be paid out of Indian moneys, or from other funds of the treasury, reference should be had to sources of information outside of the treaties in question.

A paper is before the committee purporting to be a talk of seven Sioux chiefs, taken in writing July 7, 1845, by H. Jackson, justice of the peace, at the request of the said chiefs and of Scott Campbell, in which the chiefs insist that they have not assented to the amendment of the treaty of 1837, and ask their Great Father that the provisions therein in favor of Scott Campbell be made good, or that a sum of money, in one payment, as an equivalent therefor, be made to him. They say that the money to be paid to Campbell, and the land reserved to him, are a "part of the consideration to be paid for their lands, and it [the money] does not come out of the government, but out of the annuities paid us." Notwithstanding this last statement, it would seem from the whole paper, taken together, that the payment to Campbell was not proposed to be deducted from the annuities secured to the Indians by treaty, but to be an independent appropriation. This paper, or "talk," is certified and sworn to by Jackson and another witness on the 19th day of January, 1852, between six and seven years subsequent to its date.

There is also a letter before the committee, accompanying the paper just mentioned, signed by Governor W. A. Gorman, of Minnesota, directed to Franklin Steel, esq., at Fort Snelling, dated at St. Paul, February 23, 1854, in which he says:

"I am fully acquainted with the claim of Mrs. Campbell relative to a tract of land granted to her husband, and a sum of money, at the treaty with the Sioux in 1837. She ought to be compensated. I shall make it known to the department on her behalf, and urge an allowance for her benefit."

It is not known by the committee whether the widow of Scott Campbell yet survives, nor whether there are other children of said Campbell beside the petitioner. Nor is it shown or asserted that the petitioner, A. J. Campbell, has performed any service to the United States at any time entitling him particularly to the favor of the government.

There was no property in this claim of Scott Campbell which could descend to his widow or children. The question as to his right under the treaty of 1837 was determined by the Senate at the ratification of the treaty, and in the rejection of the clauses in his favor, and his right thereunder has never since been admitted; and as the provision of the treaty of 1858 imposed no fixed pecuniary obligations upon the government, but provided only for a judgment upon the merits of the petitioner's case by the Senate, the Senate is perfectly free to make or to withhold the allowance of the sum in question.

The committee do not perceive that in the absence of any legal right in the petitioner, in the absence of proof of any meritorious service by him to the government, and in the absence of any considerations of policy in our relations with the Sioux Indians authorizing this expenditure, that the Senate would be justified in approving this claim, and making provision for its payment. It is to be taken for granted that this government made adequate compensation to the Indians by the treaty of 1837, as ratified and confirmed, and that the Senate in rejecting the clauses in favor of Scott Campbell simply removed from the treaty an improper and objectionable provision.

The committee submit the following resolution for the adoption of the Senate:

Resolved, That the committee be discharged from the further consideration of the subject.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 77.

IN THE SENATE OF THE UNITED STATES.

JUNE 1, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of the legislature of Minnesota, in favor of an increase of pension to army and navy pensioners, have taken the same into consideration, and beg leave to report:

That while they concede that to no class of persons should the bounty of the government be more cheerfully or liberally extended than to that rapidly increasing class contemplated in this memorial, they are at the same time of the opinion that, in the present financial condition of the country, such an addition to the current expenses of the government as that asked for in the memorial ought not to be made. They therefore recommend that the prayer of the memorialists be not granted.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 78.

IN THE SENATE OF THE UNITED STATES.

JUNE 7, 1864.—Ordered to be printed.

Mr. HARLAN made the following

REPORT.

[To accompany bill H. R. No. 493]

The Committee on Public Lands, to whom was referred House bill No. 493, "*for the relief of William Brindle,*" *have had the same under consideration, and respectfully report:*

That, for reasons and facts set forth in the letter of the Commissioner of the General Land Office, addressed to the chairman, and in a letter of the Secretary of the Interior, both of which are hereto attached and made a part of this report, it is the judgment of the committee that the bill should not pass.

DEPARTMENT OF THE INTERIOR,
General Land Office, June 3, 1864.

SIR: Your letter of the 31st ultimo, enclosing House bill No. 493, for the relief of William Brindle, and requesting such information and suggestions as I may deem pertinent to enable the committee to arrive at correct conclusions on the subject, has been received.

This bill authorizes and directs the Secretary of the Interior to credit and allow William Brindle, late receiver at Lecompton, Kansas, in the settlement of his accounts, $4,713 for office rent and extra clerk hire.

The Secretary of the Interior having furnished this office with a copy of his letter, without the enclosures mentioned, to the honorable E. B. Washburne on this subject, dated the 31st ultimo, I enclose a copy of the same for your information. I would also state, that on the adjustment of Mr. Brindle's accounts by this office, he was allowed and *credited* all the items charged by him for which there was authority of law; and *he* received his maximum commissions of $2,500 a year, and Secretary Smith allowed him, in addition thereto, $5,000 commissions for selling the Indian trust lands. The balance now due from him as receiver is $943 45.

I am unable to state at this time the amount due from him for sale of Indian trust lands, said accounts having been transferred from this office by order of Secretary Smith to the Commissioner of Indian Affairs; but on the 5th October, 1860, there was due from him on said accounts $8,308 23, which I believe has not been materially reduced.

The money thus retained by Mr. Brindle has been retained in disregard of repeated instructions from this office ordering him to deposit the money in his hands to the credit of the United States Treasurer, and in violation of the 1st section act 3d March, 1849, vol. 9, page 398, which required the public

money in his hands, from whatever source received, to be paid into the treasury "without any abatement or deduction on account of salary, fees, costs, charges, expenses, or claim of any description whatever."

Mr. Brindle having retained the public money without authority of law, and having already received, in my opinion, full compensation, both for the sale of United States lands and Indian trust lands, I am unable to perceive any good reason why relief should be granted.

J. M. EDMUNDS, *Commissioner.*

Hon. JAMES HARLAN,
Chairman Committee on Public Lands, U. S. Senate.

DEPARTMENT OF THE INTERIOR,
Washington, May 31, 1864.

SIR: I have the honor to acknowledge the receipt of your letter of the 28th instant, asking "information in regard to all the facts and circumstances connected with the claim of William Brindle, land officer at Lecompton, Kansas, for rent, clerk-hire, &c.," and briefly to reply as follows:

Mr. Brindle was receiver of public moneys for the Pawnee land district, Kansas, in 1856 and 1857, and under instructions of the General Land Office, disposed of large quantities of land which were sold by the United States as trustee for certain Indian tribes. The purchase money received by him for lands sold under the treaty with the Delaware tribe, (Stat. at Large, vol. 10, p. 1048,) amounted to $467,595 19, and that of lands sold under the treaty with the united tribe of Kaskaskias and Peorias, Weas and Piankeshaws, to $346,671. He had received orders to deposit "all moneys arising from the sales" with the assistant treasurer at St. Louis.

When he rendered his account of the sales, it appeared that he had not deposited "all the moneys" as required, but had retained in his possession a sum for himself and a like sum for the register, equal to one per centum upon the aggregate of money received, and also an amount as per diem, and for incidental expenses. These claims were separate from, and in addition to, the salary and commissions of these officers for ordinary sales and locations of public lands during the same years, and were referred by the Commissioner of the General Land Office to Secretary Thompson, who decided, under date of February 17, 1858, "that the accounts of the register and receiver at Lecompton for sales of Indian trust lands should be settled in the same manner as in case of public sales of other lands of the United States, and no extra or unusual compensation can properly be allowed them." Copy herewith.

This view of the law was adhered to by Mr. Thompson in the similar case of the register and receiver at Kickapoo. (See copies of letter of May 30, 1859, to the Commissioner of the General Land Office, and May 29, 1860, to Hon. E. Etheridge, chairman of Committee on Indian Affairs, United States House of Representatives.) An unusually large quantity of land having been disposed of by the officers at Kickapoo and Lecompton in the years 1857, 1858, and 1859, on December 21, 1860, acting Secretary Moses Kelly, in a letter to the Senate Committee on Public Lands, recommended an appropriation for reimbursing the officers at Kickapoo for rent and clerk-hire actually paid by them.

Similar recommendations were afterwards submitted in favor of the land officers at Lecompton. (See copies of letters of 26th January and 12th February, 1861.) It thus appears that the late administration disallowed all claims of extra compensation for selling the Indian trust lands; but, owing to the large amount of business transacted at the offices at Lecompton and Kickapoo, (of

which the Indian land sales were part,) recommended to Congress the allowance of the wages of the clerks actually employed.

Congress made an appropriation to reimburse the officers at Kickapoo, (Statutes at Large, vol. 12, p. 133,) but none has been made granting similar relief to Mr. Brindle and Mr. Moore, the officers at Lecompton.

Since that appropriation was made, however, the condition of the several cases has materially changed.

Then all claims for extra compensation for selling the Indian lands stood disallowed and rejected. My predecessor reviewed these claims, and allowed them to the extent of an annual maximum of $2,500 to each officer, under each of the two treaties mentioned. (See copy of his decision of May 8, 1861, herewith.)

This allowance went to the credit of the Kickapoo officers, and a like allowance was, with the approbation of the Secretary, credited also to the Lecompton officers, William Brindle and Ely Moore, and in Mr. Brindle's case tended to reduce the amount retained by him out of the avails of the Indian land sales, as above mentioned. I am unable to inform you how Mr. Brindle's accounts with the United States stand, but it is understood in this department that they are still unsettled; and that upon the basis of adjustment just mentioned, there is still a considerable amount due the United States, and that the amount of commissions allowed for sales of Indian lands is greater than the amount claimed as clerk hire, &c., by Mr. Brindle.

You will observe that from the very singular course of events the officers at Kickapoo have been allowed commissions on all the business they did, and also the pay of the clerks that aided in doing that large amount of business. The officers at Lecompton did not obtain the clerk hire, but have been allowed the commissions.

It is true that the legal right to the commissions was not impaired by the allowance of the clerk hire to the Kickapoo officers; but had they received those commissions before the payment of the clerk hire, their equitable right to the latter would have been seriously affected, perhaps entirely neutralized and destroyed.

In my judgment they ought not to have been allowed both, and therefore their case is not a precedent in favor of Mr. Brindle, or of the estate of Mr. Moore, the late register at Lecompton.

The settlement of the account of Mr. Brindle as receiver was delayed by a reference of certain questions therein to the Attorney General, whose reply was delayed again by the fact that suits were pending in the Supreme Court of the United States, in the decision of which some of those questions would necessarily be determined.

Those suits having resulted in favor of the United States, and the Attorney General having decided the other questions referred to him, this department addressed a letter to the Commissioner of the General Land Office, under date of April 14, 1863, stating the general principles that would be applied by the accounting officers, and expressing the desire of the department that the accounts be settled without further delay.

A copy of that letter is enclosed, from which it will be perceived that the department has not power to allow the clerk-hire, rent, &c., claimed by Mr. Brindle, that authority vesting solely in Congress.

I am, sir, very respectfully, your obedient servant,

J. P. USHER, *Secretary.*

Hon. E. B. WASHBURNE,
House of Representatives.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 79.

IN THE SENATE OF THE UNITED STATES.

JUNE 10, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 150.]

The Committee on Pensions, to whom was recommitted the bill (S. 150) granting a pension to Jessie Gould, widow of Daniel Gould, of Portland, Maine, beg leave to report:

That the said Daniel Gould was employed by the collector of the port of Portland to remove from the schooner Archer certain ammunition and guns which had been put on board of her by the rebel vessel Tacony, and that while in the discharge of this duty he was accidentally shot, and died of the wound the next day.

Upon a reconsideration of the case the committee are satisfied that it does not fall within the spirit and intent of the pension laws, inasmuch as the deceased was employed by the government purely in a civil capacity. They therefore withdraw the recommendation contained in their former report, and now recommend that the bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 80.

IN THE SENATE OF THE UNITED STATES.

JUNE 11, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 392.]

The Committe on Pensions, to whom was referred the bill (H. R. 392) for the relief of Edward Williams, of the State of New Jersey, beg leave to report:

That the said Edward Williams shipped in the naval service in 1848, and was discharged January, 1851. He claims to have been permanently disabled by a rupture October 3, 1850. Upon the 16th of November, 1859, he was placed upon the pension rolls at the rate of five dollars per month, this being half the pay of an ordinary seaman. He asks Congress to increase his pension to three-fourths pay of an armorer's mate, as he alleges that his disability was incurred while discharging the duties of this grade, and that it begin at the date of his disability.

The bill under consideration (H. R. 392) gives the said Williams eleven dollars and twenty-five cents per month, to commence from the first day of January, 1861, and to continue during his natural life. The report accompanying this bill, referring to the question of the proper date of the commencement of naval pensions, says "the rule adopted by the Pension Office" fixing the date at the time of the completion of the testimony is "unjust and harsh," &c.

With reference to these points, and to the general merits of the case, the committee beg leave to adopt, as their own report, a statement from Hon. Joseph H. Barrett, the Commissioner of Pensions, to this committee, which is herewith enclosed, and they recommend that the bill do not pass.

PENSION OFFICE, *May* 25, 1864.

SIR: In response to your letter of yesterday's date, enclosing the report of the House Committee on Invalid Pensions, in favor of Edward Williams, I have the honor to submit the following statement:

1. Edward Williams is now drawing a full pension, as an ordinary seaman in the navy, on account of *chronic bronchitis*, contracted in the service and in the line of duty. He has neither proved nor even alleged any disability from *rupture* in any of the papers filed in this office.

2. He never had any higher rank in the navy than ordinary seaman, as the reports from the proper department conclusively show. The law only allows a pension for total disability, equal to "*one-half his monthly pay;*" that is to say, five dollars per month. If he acted in any other capacity than that of ordinary seaman, he was at least never *paid* as belonging to any other grade.

3. The pension for an "armorer's mate," when totally disabled, is *not* $11 25, as fixed by the House bill, but $7 50 only.

4. The report alleges that the "rule adopted by the Pension Office," that an invalid pension shall commence from the date of completing the testimony, the unjust and harsh;" and it is said to be a "rule adopted of late years by "is Pension bureau." The question of injustice and harshness, although dissenting entirely from the opinion expressed thereon by the committee's report, I will not discuss. I wish, however, to correct the misapprehension of the author of the report in supposing that this is a "rule" of this office merely. It can hardly be, with propriety, called a *rule*, being definitely prescribed by law. The second section of an act approved May 15, 1820, (United States Statutes at Large, volume 3, page 597,) provides: "That the right any person now has, or may hereafter acquire, to receive a pension, *in virtue of any law of the United States*, be considered to commence at the time of completing his testimony, pursuant to the act hereby revived and continued in force." (The last clause refers to the invalid pension act of April 10, 1806.) The law under which Edward Williams was pensioned, and the only one under which he could claim, was passed April 23, 1800. The construction thus given is *not* a recent one, so far as I am aware. This identical claim was admitted in 1859, more than a year before the present incumbent had any connexion with the office.

5. To date *any* pension from the time of the claimant's incurring his disability would be a manifest impropriety, the party receiving his full pay until the time of his discharge. The House bill, in this case, and the accompanying report, contemplate this very thing; and it is even argued that such is the intention of the general law.

I have only to add, in conclusion, that, having carefully examined the voluminous papers in this case on file in this office, I see no reasonable ground for making this pension an exception among those enjoying the benefits of the general pension laws. He has, from the outset, received double what Surgeon Horwitz *first* reported him as entitled to.

Very respectfully, yours,

JOSEPH H. BARRETT, *Commissioner*.

Hon. L. S. FOSTER,
Chairman Committee on Pensions,
United States Senate.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 81.

IN THE SENATE OF THE UNITED STATES.

JUNE 11, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 467.]

The Committee on Pensions, to whom was referred an act (H. R. No. 467) for the relief of Mary A. Hyde, beg leave to report:

That the said Mary A. Hyde was the widow of Lieutenant Henderson Ridgely, 4th United States infantry, who was killed on the 24th of November, 1847, at Galaxara, Mexico, and that her name was placed on the pension roll at the rate of fifteen dollars per month, beginning at the before-mentioned date and continuing until the 18th of October, 1852, the date of her intermarriage with Mr. S. G. Hyde. From that time till the 24th of November, 1852, she received the pension as guardian of her minor children.

After the passage of the act of February, 1853, the pension was renewed to the minor children at the same rate, but the Secretary of the Interior subsequently decided that the $10 per month allowed to officers in command of their companies by the act of March 2, 1827, should be deemed part of their pay proper, and one-half of it should be added to the pension. Lieutenant Ridgely having been thus in command, the children were therefore allowed a pension of $20 per month from November 25, 1852, to November 27, 1862, when the youngest child attained the age of sixteen years. The petitioner asks that the additional $5 per month may be allowed her for the period during which the pension was paid to her.

The committee do not feel fully prepared to affirm the decision of the Secretary of the Interior, above referred to, that one-half of the ten dollars per month extra pay was a legitimate part of the pension; but aside from this, and admitting the correctness of that decision, they see no reason why this decision of the Secretary should be retrospective in its action to the extent asked by the petitioner, and inasmuch as the proper officers of the Treasury Department, which had control over the orginal allowance to the petitioner, have declined to pay the additional $5 per month, the committee are not disposed to favor the prayer of the petitioner. Therefore they recommend that the bill do not pass.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 82.

IN THE SENATE OF THE UNITED STATES.

JUNE 11, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 303.]

The Committee on Pensions, to whom was referred the petition of William W. Thayer, praying that a petition be granted to Charles A. Hichborn, minor and orphan child of the late Alexander Hichborn, a contract surgeon in the 7th regiment United States infantry, beg leave to report:

That the said Alexander Hichborn was killed while in the performance of his duty at the battle of Chancellorsville, on the third day of May, 1863; that he left an only son, the said Charles A. Hichborn, fourteen years of age, dependent on charity, who, under existing laws, is not entitled to a pension. Under the circumstances of the case the committee consider it proper that relief should be granted the said Charles A. Hichborn, and they therefore report the accompanying bill.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 83.

IN THE SENATE OF THE UNITED STATES.

JUNE 11, 1864.—Ordered to be printed.

Mr. COLLAMER made the following

REPORT.

[To accompany bill S. No. 305.]

The Committee on Post Offices and Post Roads, to whom was referred the memorial of George F. Nesbitt, respectfully report:

That George F. Nesbitt, on the 27th day of March, A. D. 1862, entered into a contract to furnish for the Post Office Department stamped envelopes and newspaper wrappers for the term of four years, and has thus far furnished the same, at the price of one dollar and twenty-five cents per thousand for the envelopes, and one dollar per thousand for the newspaper wrappers.

From the duties levied by laws of Congress on the materials and the great increase of prices, both of labor and stock, in the progress of the war since the formation of his contract, said Nesbitt is executing the same at great and ruinous loss. This is no advantage to the government, as the envelopes and wrappers are by law to be disposed of at their cost, and therefore, if this contract be ended and a new one made on new advertisement and proposals at a higher and just price, they will be disposed of at that price. The committee therefore present a bill for that purpose.

IN THE SENATE OF THE UNITED STATES.

JUNE 15, 1864.—Ordered to be printed.

Mr. TRUMBULL submitted the following

REPORT.

The Committee on the Judiciary, to whom were referred the following preamble and resolution:

"Whereas the President of the United States, in a communication to the House of Representatives of date 28th of April ultimo, represents: 'That prior to and at the meeting of the present Congress, Robert C. Schenck, of Ohio, and Frank P. Blair, jr., of Missouri, members elect thereto, by and with the consent of the Senate, held commissions from the Executive as major generals in the volunteer army;' and that 'General Schenck tendered the resignation of his said commission, and took his seat in the House of Representatives at the assembling thereof, upon the distinct verbal understanding with the Secretary of War and the Executive that he might at any time during the session, at his own pleasure, withdraw said resignation and return to the field:' And whereas the President in said communication states, further, that 'General Blair was, by temporary agreement with General Sherman, in command of a corps through the battles in front of Chattanooga, and in the march to the relief of Knoxville, which occurred in the latter days of December last, and, of course, was not present at the assembling of Congress,' and 'that when he subsequently arrived here he sought and was allowed by the Secretary of War and the Executive the same conditions and promises as allowed and made to General Schenck;' and further, that 'General Blair holds no military commission or appointment other than herein stated:' Therefore,

"*Be it resolved*, That the arrangement aforesaid, made by the President and the Secretary of War with Generals Schenck and Blair, to receive from them temporarily their commissions of major general, with discretion, on their part, at any time during this session of Congress to resume them, was in derogation of the Constitution of the United States, and not within the power of the President and the Secretary of War, or either of them, to make;"

And the following substitute offered by Mr. Wilson:

"Strike out all after the word 'whereas' in the first line of the preamble, and in lieu thereof insert:

"Frank P. Blair, a major general of volunteers, nominated and appointed by the President, by and with the advice and consent of the Senate, did, on the first day of January, 1864, tender his resignation of said office of major general, which resignation was, by order of the President, accepted January 12, 1864, and the said Frank P. Blair informed thereof: And whereas the said Frank P. Blair afterwards, on the 12th day of January, 1864, appeared and qualified as a member of the House of Representatives, and entered upon the duties thereof: And whereas the Constitution expressly declares that 'no person holding any office under the United States shall be a member of either house during his continuance in office:'

"*Therefore be it resolved*, That the said Frank P. Blair, by the tender and acceptance of his resignation, and by appearing, qualifying and becoming a

member of the House of Representatives, ceased to be a major general in the volunteer service of the United States, and he is not entitled to the rank and emoluments of that office"—

REPORT:

That all the facts before the committee bearing on the subject-matter under consideration are embraced in Ex. Docs. Nos. 77 and 80, in extracts from a speech of Hon. Robert C. Schenck in the House of Representatives, on the 28th day of April, 1864, and in a communication from the Secretary of War, dated the 6th day of June, 1864, all of which are hereto appended as part of this report. So far as Mr. Schenck is concerned, the committee conceive that no expression of opinion on their part, or action of the Senate, is demanded. Before the assembling of the Congress to which he had been elected, he resigned his position in the army, and has not since attempted to resume it. The case of Hon. Frank P. Blair is different. He continued to hold the office of major general after the assembling of the Congress to which he had been returned, and whether his so continuing to discharge the duties of an office made incompatible by the Constitution with being a member of Congress, after the period arrived for qualifying as such member, would or would not disqualify him from subsequently taking his seat, is a question on which your committee are not called upon to express an opinion. It was decided by the House of Representatives in the case of Hammond *vs.* Herrick, in 1818, and has been repeatedly held since, that continuing to execute an office under the United States after one is elected a representative, but before the assembling of the Congress to which he is elected, is not a disqualification, such office being resigned prior to the convening of the Congress. It has also been held that by the acceptance of a second office incompatible with the first, the first office is *ipso facto* vacated.—(The People *vs.* Carrique, 2 Hill, 93; Milward *vs.* Thatcher, 2 T. R., 81; The King *vs.* Pateman, 2 T. R., 777.)

The Constitution declares that "no person holding any office under the United States shall be a member of either house (of Congress) during his continuance in office."

The present Congress convened December 7, 1863, and the Journal of the House of Representatives shows that Mr. Blair appeared and qualified as a member of the House the twelfth day of January following. Assuming that he had a right at that time to appear and qualify, about which no opinion is expressed, his having done so would, in the judgment of your committee, of itself have vacated his office of major general of volunteers if it had not been previously vacated.

The fact is, however, that Major General Blair resigned his commission in the volunteer service January 1, 1864, and that his resignation was accepted, and he notified thereof, the twelfth day of the same month.

The army regulations prescribe some limitations on the resignation of officers by providing that "no officer shall be considered out of the service on the tender of his resignation until it shall have been duly accepted by the proper authority," and that, "in time of war, or with an army in the field, resignations shall take effect within thirty days from the date of the order of acceptance." But the right of a military officer to resign with the proper authority is unquestioned, and has been exercised from the foundation of the government; and there would seem to be as little question that an officer once out of the service by resignation duly accepted and promulgated, would be as completely out of it as if he had never been in it.

The Constitution and the laws provide the modes, and the only modes, by which office can be conferred, and the withdrawal of resignations once accepted is not one of them. In the language of an official opinion of the Attorney General, delivered in 1844, your committee "know of no power by which an

officer once out of the service can be brought back to it other than that of appointment."

The practice of allowing a resignation once duly accepted and promulgated to be subsequently withdrawn, and the person tendering it to resume his former position without a new appointment, is of recent origin. The general practice of the government prior to 1863, as stated in the communication from the War Department, has been to renominate to the Senate those officers who have left the service by resignation or otherwise, and whom it is proposed to reinstate. The only exceptions to this practice prior to that period were, where the vacancies had not been filled or announced in orders, or the resignation had not taken effect at the time of the revocation. Since 1863 the practice of revoking resignations, or allowing them to be withdrawn and the officer to be reinstated without a renomination, has been more frequent, and that, too, without regard to the peculiar circumstances attending the former cases. The practice which has grown up in this respect furnishes an apt illustration of the danger of departing, even in exceptional cases, from the strict requirements of the Constitution. Beginning by allowing resignations in a few exceptional cases, and within a few days after made, to be withdrawn before the vacancies occasioned thereby had been filled or announced in orders, it has, within the last year, been so extended as to allow resigned officers who had been out of the service for months, and the fact promulgated, again to re-enter the service by the withdrawal of their resignations without any new appointment—a practice as repugnant, in the opinion of your committee, to the Constitution as it is to the former general custom of the government.

The committee recommend the adoption of the following resolution as expressive of the opinion of the Senate on the subject referred:

Resolved, That an officer of the United States whose resignation has been duly accepted and taken effect, or who, having been elected a member of either house of Congress, qualifies and enters on the discharge of the duties of a member, is thereby, in either case, out of the office previously held, and cannot be restored to it without a new appointment in the manner provided by the Constitution.

Message from the President of the United States in answer to a resolution of the House of the 25th instant, in relation to a military appointment of Hon. Francis P. Blair, jr., representing the first congressional district of Missouri in the present House.

To the House of Representatives:

In obedience to the resolution of your honorable body, a copy of which is herewith returned, I have the honor to make the following brief statement, which is believed to contain the information sought:

Prior to and at the meeting of the present Congress, Robert C Schenck, of Ohio, and Frank P. Blair, jr., of Missouri, members elect thereto, by and with the consent of the Senate, held commissions from the Executive as major generals in the volunteer army. General Schenck tendered the resignation of his said commission, and took his seat in the House of Representatives, at the assembling thereof, upon the distinct verbal understanding with the Secretary of War and the Executive that he might, at any time during the session, at his own pleasure, withdraw said resignation and return to the field. General Blair was, by temporary assignment of General Sherman, in command of a corps through the battles in front of Chattanooga, and in the march to the relief of Knoxville, which occurred in the latter days of November and early days of December last, and of course was not present at the assembling of Congress When he subsequently arrived here, he sought, and was allowed, by the Secretary of War and the Executive, the same conditions and promise as allowed and made to General Schenck General Schenck has not applied to withdraw his resignation; but when General Grant was made lieutenant general, producing some change of commanders, General Blair sought to be assigned to the command of a corps. This was made known to Generals Grant and Sherman, and assented to by them, and the particular corps for him designated. This was all arranged and understood, as now remembered, so much as a month ago; but the formal withdrawal of General Blair's resignation, and

making the order assigning him to the command of the corps, were not consummated at the War Department until last week, perhaps on the 23d of April instant. As a summary of the whole, it may be stated that General Blair holds no military commission or appointment other than as herein stated; and that it is believed he is now acting as a major general upon the assumed validity of the commission herein stated, in connexion with the facts herein stated, and not otherwise There are some letters, notes, telegrams, orders, entries, and perhaps other documents, in connexion with this subject, which it is believed would throw no additional light upon it, but which will be cheerfully furnished if desired.

ABRAHAM LINCOLN.

APRIL 28, 1864.

THIRTY-EIGHTH CONGRESS, FIRST SESSION.

CONGRESS OF THE UNITED STATES,
IN THE HOUSE OF REPRESENTATIVES,
April 25, 1864.

On motion of Mr. Dawes,

Resolved, That the President be requested to communicate to this House whether the Hon. Francis P. Blair. jr., representing the first congressional district of Missouri in the present House, now holds any appointment or commission in the military service of the United States; and if so, what that appointment or commission is, and when the said Blair accepted the same; and whether he is now acting under the authority of any such appointment or commission.

Attest:

EDWARD McPHERSON, *Clerk*.

Message from the President of the United States in answer to a resolution of the House of the 28th ultimo, transmitting the information required.

CONGRESS OF THE UNITED STATES.

IN THE HOUSE OF REPRESENTATIVES, *April* 29, 1864.

Mr. DAWES submitted, on the 28th instant, the following, which was this day adopted:

Resolved, That the President be requested to communicate to this House copies of all "letters, notes, telegrams, orders, entries, and other documents," which are referred to by him in his message sent to the House this day, and which have connexion with the answer made by him in that message to the resolution requesting him to inform the House whether Francis P. Blair, jr., of Missouri, holds now any appointment or commission in the military service of the United States.

Attest:

EDWARD McPHERSON, *Clerk*.
By CLINTON LLOYD, *Chief Clerk*.

To the honorable the House of Representatives:

In compliance with the request contained in your resolution of the 29th ultimo, a copy of which resolution is herewith returned, I have the honor to transmit the following:

"EXECUTIVE MANSION, *Washington*, *November* 2, 1863.

"MY DEAR SIR: Some days ago I understood you to say that your brother, General Frank Blair, desires to be guided by my wishes as to whether he will occupy his seat in Congress, or remain in the field. My wish, then, is compounded of what I believe will be best for the country and best for him, and it is, that he will come here, put his military commission in my hands, take his seat, go into caucus with our friends, abide the nominations, help elect the nominees, and thus aid to organize a House of Representatives which will really support the government in the war. If the result shall be the election of himself as Speaker, let him serve in that position; if not, let him retake his commission and return to the army. For the country, this will heal a dangerous schism. For him, it will relieve from a dangerous position. By a misunderstanding, as I think, he is in danger of being permanently separated from those with whom only he can ever have a real sympathy—the sincere opponents of slavery. It will be a mistake if he shall allow the provocations offered him by insincere time-servers to drive him from the house of his own build

ing. He is young yet. He has abundant talents—quite enough to occupy all his time without devoting any to temper. He is rising in military skill and usefulness. His recent appointment to the command of a corps, by one so competent to judge as General Sherman, proves this. In that line he can serve both the country and himself more profitably than he could as a member of Congress upon the floor. The foregoing is what I would say if Frank Blair were my brother instead of yours.

"Yours truly,

"A. LINCOLN.

"Hon. MONTGOMERY BLAIR."

"HEADQUARTERS MIDDLE DEPARTMENT, 8TH ARMY CORPS,
"*Baltimore, Maryland, November* 13, 1863.

"SIR: Enclosed I forward to the President my resignation, to take effect on the 5th of December.

"I respectfully request, however, that I may be relieved from my command at an earlier day, say by the 20th instant, or as soon thereafter as some officer can be ordered to succeed me. While I desire to derange the plans or hurry the action of the department as little as possible, it will be a great convenience to me to secure some little time before the session of Congress for a necessary journey, and for some preparations for myself and family in view of my approaching change of residence and occupation. I could also spend two or three days very profitably, I think, to the service of my successor after his arrival here.

"I have the honor to be, very respectfully, your obedient servant,

"ROBT. C. SCHENCK, *Major General.*

"Hon. E. M. STANTON,
"*Secretary of War.*"

"HEADQUARTERS MIDDLE DEPARTMENT, 8TH ARMY CORPS,
"*Baltimore, Maryland, November* 13, 1863.

"SIR: Having concluded to accept the place of member of Congress in the House of Representatives, to which I was elected in October, 1862, I hereby tended the resignation of my commission as a major general of United States volunteers, to take effect on the 5th day of December next.

"I shall leave the military service with much reluctance and a sacrifice of personal feelings and desires, and only consent to do so in the hope that in another capacity I may be able to do some effective service in the cause of my country and government in this time of peculiar trial.

"I have the honor to be, very respectfully, your obedient servant,

"ROBT. C. SCHENCK, *Major General.*

"The PRESIDENT *of the United States.*

"ADJUTANT GENERAL'S OFFICE, *April* 30, 1864.

"A true copy.

"S. F. CHALFIN, *Assistant Adjutant General.*"

Indorsement on the foregoing letter:

"The resignation of General Schenck is accepted, and he is authorized to turn over his command to Brigadier General Lockwood at any time

"EDWIN M. STANTON, *Secretary of War.*

"I certify that the above is a true copy of the original letter and indorsement.

"E. D. TOWNSEND, *Assistant Adjutant General.*"

"ADJUTANT GENERAL'S OFFICE, *Washington, November* 21, 1863.

"SIR: Your resignation has been accepted by the President of the United States, to take effect the 5th day of December, 1863.

"I am, sir, very respectfully, your obedient servant,

"E. D. TOWNSEND, *Assistant Adjutant General.*

"Major General ROBERT C. SCHENCK,
"*U. S. Vol's, Commanding Middle Department, Baltimore, Md.*"

"ADJUTANT GENERAL'S OFFICE, *April* 30, 1864.

"A true copy.

"S. F. CHALFIN, *Assistant Adjutant General.*"

"WASHINGTON, *January* 1, 1864.

"I hereby tender my resignation as a major general of the United States volunteers.

"Respectfully,

"FRANK P. BLAIR, *Major General United States Volunteers.*

"The PRESIDENT OF THE UNITED STATES,

"*Washington City, D. C.*"

"JANUARY 12, 1864.

"Accepted by order of the President.

"EDWIN M. STANTON, *Secretary of War.*"

"ADJUTANT GENERAL'S OFFICE, *May* 1, 1864.

"A true copy.

"E. D. TOWNSEND, *Assistant Adjutant General.*"

"ADJUTANT GENERAL'S OFFICE, *Washington, January* 12, 1864.

"SIR: Your resignation has been accepted by the President of the United States, to take effect this day.

"I am, sir, very respectfully, your obedient servant,

"JAS. A. HARDIE, *Assistant Adjutant General.*

"Major General FRANCIS P. BLAIR,

"*U. S. Volunteers, care of Hon. M. Blair, Washington, D. C.*"

"ADJUTANT GENERAL'S OFFICE, *May* 1, 1864.

"A true copy.

"E. D. TOWNSEND, *Assistant Adjutant General.*"

[Copy of telegram.]

"(Private.)

"EXECUTIVE MANSION,

"*Washington, D. C., March* 15, 1864.

"General McPherson having been assigned to the command of a department, could not General Frank Blair, without difficulty or detriment to the service, be assigned to command the corps he commanded a while last autumn?

"A. LINCOLN.

"Lieutenant General GRANT, *Nashville, Tennessee.*"

[Copy of telegram.]

"UNITED STATES MILITARY TELEGRAPH.—WAR DEPARTMENT.

"In cipher.—Received 6 p. m. March 16, 1864.

"NASHVILLE, TENNESSEE, 10 *a. m.*, *March* 16, 1864.

"General Logan commands the corps referred to in your despatch. I will see General Sherman within a few days and consult him about the transfer, and answer.

"U. S. GRANT, *Lieutenant General.*

"His Excellency the PRESIDENT."

"UNITED STATES MILITARY TELEGRAPH.—WAR DEPARTMENT.

"Received in cipher 11 p. m., 17th.

"(Confidential.) NASHVILLE, TENNESSEE, *March* 17, 1864.

"General Sherman is here. He consents to the transfer of General Logan to the seventeenth corps and the appointment of General F. P. Blair to the fifteenth corps.

"U. S. GRANT, *Lieutenant General.*

"His Excellency A. LINCOLN,
"*President of the United States.*"

[Copy of telegram.]

"Received 3.15 a. m., March 27th.

"HUNTSVILLE, ALABAMA, *March* 26, 1864.

"I understand by the papers that it is contemplated to make a change of commanders of the 15th and 17th army corps, so as to transfer me to the 17th. I hope this will not be done. I fully understand the organization of the 15th corps now, of which I have labored to complete the organization this winter. Earnestly hope that the change may not be made.

"JOHN A. LOGAN, *Major General.*

"His Excellency A. LINCOLN,
"*President of the United States.*"

[Copy of telegram.]

"OFFICE UNITED STATES MILITARY TELEGRAPH.—WAR DEPARTMENT.

"The following telegram received at Washington 9 a. m., March 31, 1864, from Culpeper Court House, 11.30 p. m., dated March 30, 1864.

"General F. P. Blair will be assigned to the seventeenth (17th) corps, and not the fifteenth, (15th.) Assign General Joseph Hooker, subject to the approval of the President, to any other corps command you may have, and break up the animosity of one general commanding two (2) corps.

"U. S. GRANT. *Lieutenant General, Commanding.*

"Major General W. T. SHERMAN, *Nashville.*"

From a long despatch of April 2, 1864, from General Sherman to General Grant, presenting his plan for disposing the forces under his command, the following extracts (being the only parts pertinent to the subject now under consideration) are taken:

"After a full consultation with all my army commanders, I have settled down to the following conclusions, to which I would like to have the President's consent before I make the orders."

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"3d. General McPherson o o His corps to be commanded by Major Generals Logan, Blair, and Dodge." o o o

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"OFFICE U. S. MILITARY TELEGRAPH.—WAR DEPARTMENT.

"The following telegram received at Washington 3 p. m, April 10, 1864, from Culpeper Court House, Virginia, 10 p. m., dated April 9, 1864:

"'Will you please ascertain if General F. P. Blair is to be sent to General Sherman; if not, an army corps commander will have to be named for the 15th corps.

"'U. S. GRANT, *Lieutenant General.*

"'Major General H. W. HALLECK, *Chief of Staff.*'"

"WASHINGTON, *April* 20, 1864.

"You will do me a great favor by giving the order assigning me to the command of the 17th army corps immediately, as I desire to leave Washington the next Saturday to join the command. I also request the assignment of Captain Andrew J. Alexander, of 3d regiment U. S. cavalry, as adjutant general of the 17th corps, with the rank of lieutenant colonel. The present adjutant, or rather the former adjutant, Colonel Clark, has, I understand, been retained by General McPherson as adjutant general of the department, and the place of adjutant general of the corps is necessarily vacant.

"I also request the appointment of George A. Maguire, formerly captain, 31st Missouri volunteer infantry, as major and aide-de-camp, and Lieutenant Logan Tompkins, 21st Missouri volunteer infantry, as captain and aide-de-camp on my staff.

"Respectfully,

"FRANK P. BLAIR.

"The PRESIDENT."

[Indorsements.]

"APRIL 21, 1864.

"Please have General Halleck make the proper order in this case.

"A. LINCOLN.

"Hon. SECRETARY OF WAR."

"Referred to General Halleck, chief of staff.

"EDWIN M. STANTON, *Secretary of War*."

"A true copy.

"E. D. TOWNSEND, *Assistant Adjutant General*."

"EXECUTIVE MANSION, *Washington, April* 23, 1864

"MY DEAR SIR: According to our understanding with Major General Frank P. Blair, at the time he took his seat in Congress last winter, he now asks to withdraw his resignation as major general, then tendered, and be sent to the field. Let this be done. Let the order sending him be such as shown me to-day by the Adjutant General, only dropping from it the names of Maguire and Tompkins.

"Yours, truly,

"A. LINCOLN.

"Hon. SECRETARY OF WAR."

[Indorsement.]

"APRIL 23, 1864.

"Referred to the Adjutant General.

"EDWIN M. STANTON, *Secretary of War*.

"ADJUTANT GENERAL'S OFFICE, *May* 1, 1864.

"A true copy.

"E. D. TOWNSEND, *Assistant Adjutant General*."

"WASHINGTON CITY, D. C., *April* 23, 1864.

"I respectfully request to withdraw my resignation as major general of the United States volunteers, tendered on the 12th day of January, 1864.

"Respectfully,

"FRANK P. BLAIR.

"Hon. E. M. STANTON, *Secretary of War*."

"ADJUTANT GENERAL'S OFFICE, *May* 1, 1864.

"A true copy.

"E. D. TOWNSEND, *Assistant Adjutant General*."

"GENERAL ORDERS, } "WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
"No 178. } "*Washington, April* 23, 1864.

"I. Major General F. P. Blair, jr., is assigned to the command of the 17th army corps.

"II Captain Andrew J. Alexander, 3d regiment United States cavalry, is assigned as assistant adjutant general of the 17th army corps, with the rank of lieutenant colonel, under the 10th section of the act approved July 17, 1862.

"By order of the President of the United States

"E. D. TOWNSEND, *Assistant Adjutant General.*

"Official.

"E. D. TOWNSEND, *Assistant Adjutant General.*"

The foregoing constitutes all sought by the resolution, so far as is remembered, or has been found upon diligent search.

ABRAHAM LINCOLN.

MAY 2, 1864.

Extracts from a speech made by Hon. Robert C. Schenck, April 28, 1864, *in the House of Representatives.*

"I was elected to this Congress by the people of the third district of Ohio in the autumn of 1863, in my absence, while engaged in military service, or rather at a time when, by the chances of war, I happened to be disabled, and it was not certain whether I could return to active duty. This forced upon me subsequently, when again in command, the question whether I should leave the service and take the position tendered me in this body, or decline a place here, and leave my constituents to make a new election." o o o

"I had a conversation with the Secretary of War upon the subject. I stated to him that I decidedly preferred, on many accounts, to continue in the military service or to return to it, and that I felt unwilling to go into Congress unless I could be sure that if I wished to return I could be restored with the same rank and date I had before held. I was told by the Secretary that there would be no difficulty he thought about that. Something was said in the course of the conversation about the possibility of rescinding at a future time the order accepting my resignation when I should wish again to go into the army; and the suggestion was made also that I might be reappointed, if that should appear to be the proper way of restoring me to my position There was no agreement, no distinct understanding between Mr. Stanton and myself as to how it should be done."

o o o o o o o o o

"In this state of facts, on the 14th of November last I tendered to the President my resignation, to take effect on the 5th December, 1863. At the same time, in a letter to the Secretary of War, enclosing and forwarding the resignation, I requested that I might be relieved from my command as soon thereafter as might be convenient. My resignation was accepted, and of that acceptance I received formal notice at Baltimore on the 21st of November, and in pursuance of orders, on the 5th of December, there being no other successor assigned, I turned over the command of my department and corps to Brigadier General Lockwood, who was the officer in the department next in rank. Thus it was that on the 7th of December last I came here and took my seat as a member of the national legislature, not understanding then or now, and not claiming then or now to be still, in any sense, in the military service."

WAR DEPARTMENT, *Washington City, June* 6, 1864.

SIR: In reply to your letter of May 23, I transmit a report from the Adjutant General of the army, in relation to the practice of the government in allowing resignations of military officers to be withdrawn after they have been accepted, which, it is believed, answers the several points of inquiry presented by you.

I am, sir, very respectfully, your obedient servant,

EDWIN M. STANTON, *Secretary of War.*

HON. LYMAN TRUMBULL,
Chairman Committee on the Judiciary, U. S, Senate.

WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
Washington, June 2, 1864.

SIR: I have the honor to report upon the communication of Hon. Lyman Trumbull, chairman of the Committee on the Judiciary, dated the 23d ultimo, requesting information relative to the practice of the government in allowing resignations of officers to be withdrawn.

I. The *general* practice of the government has been to renominate to the Senate those officers who have left the service by resignation or otherwise, and whom it is proposed to reinstate.

The following extract from a report of the Adjutant General, dated June 22, 1848, will show the rule observed, and the exceptions, from 1826 to 1848, inclusive:

"1. Second Lieutenant E. K. Smith, 5th infantry, dismissed by sentence of general court martial, (General Orders 47, October 6, 1830,) October 6, 1830; nominated for restoration to his original rank and position, March 31, 1832, it being decided that the court-martial which tried him was illegally constituted; confirmed by the Senate accordingly, April 26, 1832.

"2. Captain B. L. E. Bonneville, 7th infantry, dropped from the rolls May 31, 1834, (General Orders No. 42, of that date,) having been absent without leave since October, 1833; nominated, January 4, 1836, for restoration to his original rank and position; confirmed by the Senate accordingly, April 19, 1836.

"3. First Lieutenant William Martin, 4th infantry, resigned, (under charges for drunkenness,) December 31, 1835; nominated for restoration to his original rank and position, February 2, 1836; confirmed by the Senate accordingly, May 20, 1836.

"4. Brevet Second Lieutenant Montgomery Blair, 2d artillery, resigned October 10, 1835; nominated for reappointment, February 2, 1836; confirmed by the Senate accordingly, May 20, 1836. This restoration impaired the rights of no officer, as Lieutenant Blair was the junior brevet second lieutenant in his regiment, and thus came in at the foot of the list.

"5. First Lieutenant A. Drane, 5th infantry, considered to have resigned November 25, 1835; nominated January 18, 1842, for reappointment as captain 5th infantry, to rank from October 31, 1836, and to take his original position; confirmed by the Senate accordingly, March 14, 1842. The reasons for this restoration were founded on the report of a board of officers that Captain Drane had not tendered his resignation, but was put out of service contrary to his wishes.

"6. Major William Gates, 1st artillery, dismissed by order of the President, (General Order 37, June 11, 1836,) June 11, 1836, a court of inquiry having pronounced an opinion that he had failed to make a sortie when besieged by an inferior Indian force; nominated for restoration to his original rank in the 2d regiment of artillery, with a view to his trial by a general court martial, December 20, 1836; confirmed by the Senate accordingly, January 6, 1837.

"7. Second Lieutenant John L. Hooper, 4th infantry, dropped from the rolls May 2, 1836, (General Orders No. 37,) for failing to render his subsistence accounts since the first quarter of 1835, as required by law; reappointed by the President a first lieutenant, to rank from November 2, 1836, (General Orders No. 83, of December 31, 1836,) and to stand at the foot of the list of first lieutenants; confirmed by the Senate accordingly, January 25, 1837.

"8. Second Lieutenant Thomas McCrate, 1st dragoons, dropped from the rolls May 6, 1837, (General Orders No. 29,) having been absent without leave since September 30, 1836; reappointed second lieutenant by the President, to date from August 1, 1837, which was confirmed by the Senate October 13, 1837. On his promotion to a first lieutenancy Lieutenant McCrate was, by and with the advice and consent of the Senate, given the rank which he would have held had he not been out of service, it being established that the circumstances which caused his absence without leave went to palliate, if not excuse, the offence.

"9. First Lieutenant William H. T. Walker, 6th infantry, resigned October 31, 1838; reappointed by the President, November 18, 1840, (General Orders No. 51, of that date,) to his original rank and position; confirmed by the Senate accordingly, January 5, 1841.

"10. Captain G. C. Hutter, 6th infantry, dropped from the rolls by order of the President, for disobedience of orders and absence without leave, June 22, 1841, (General Orders No. 34, of that date;) order rescinded August 6, 1841, (General Orders No. 44,) and the reappointment submitted to the Senate for confirmation, December 23, 1841, but rejected February 10, 1842; again reappointed by the President, with his original rank and date, April 1, 1847; nominated accordingly to the Senate, December 17, 1847, and rejected February 12, 1848.

"11. First Lieutenant Wm. E. Aisquith, 1st artillery, cashiered by sentence of general court-martial, February 24, 1845; reappointed by the President a captain in his regiment,

to rank from November 20, 1847; nominated accordingly to the Senate December 17, 1847, and rejected January 12, 1848.

"12. First Lieutenant Philip Kearney, jr., 1st dragoons, resigned April 6, 1846; nominated for reappointment to his original position (the vacancy not having been filled) April 22, 1846, and confirmed accordingly May 11, 1846.

"13. Second Lieutenant G. D. Hanson, 8th infantry, resigned June 1, 1845; nominated, February 26, 1847, for reappointment as first lieutenant, to rank from December 31, 1845, and confirmed accordingly March 2, 1847. Lieutenant Hanson did not take the position he would have held had he continued in service, but was arranged below two officers to whom he had formerly been senior; the ground of reinstatement was, that he had recalled the tender of his resignation before its acceptance.

"14. Captain S. D. Dobbin, 3d infantry, discharged by sentence of court-martial March 21, 1847; reappointed by the President to his original rank and position May 24, 1847; nominated to the Senate December 17, 1847, and confirmed accordingly January 6, 1848.

"15. Captain E. Deas, 4th artillery, discharged by sentence of court martial April 11, 1848; nominated for reappointment to his original rank and position June 12, 1848, and confirmed by the Senate accordingly June 15, 1848.

"It will be observed that the appointments of all the officers above named were submitted for the Senate's confirmation. The resignations tendered by the following officers, however, were *revoked*, after their acceptance by the President, without their being renominated to the Senate, viz:

"1. Lieutenant Colonel P. O. Hebert, 14th infantry, resigned March 31, 1848; resignation revoked April 11, 1848.

"2. Surgeon L. W. Jordan, 14th infantry, resigned December 31, 1847; resignation revoked January 28, 1848.

"3. First Lieutenant D. Upmann, 15th infantry, resigned April 30, 1848; resignation revoked April 27, 1848.

"4. First Lieutenant D. Petigru, 3d dragoons, resigned February 21, 1848; resignation revoked February 28, 1848.

"5. First Lieutenant T. P. Pierce, 9th infantry, resigned December 31, 1847; resignation revoked January 17, 1848.

"These vacancies (in the last list of cases) not having been filled, or announced in orders, it was considered that the acceptance of the tender of resignation might be reconsidered by the department.

"In addition to the foregoing instances of restoration, there may be others which have been accidentally overlooked in the examination of the numerous books and records it was necessary to consult, there being no separate list kept of officers reappointed or restored who had been dropped from the rolls, dismissed, or resigned.

"Respectfully submitted.

"R. JONES, *Adjutant General.*"

To the above list of exceptions may be added the following, believed to be the only additional case on record until the year 1863:

Major Osborne Cross, quartermaster, tendered his resignation, which was accepted, by letter, dated April 19, to take effect April 30, 1849. The resignation was, on the 21st of the same month, cancelled and revoked, but Major Cross was not renominated to the Senate.

Of late this practice has been somewhat more frequent. The following embrace all the examples, so far as the records of this office show, in the case of general officers:

1. Major General John M. Palmer, United States volunteers, resigned; resignation accepted, to take effect December 1, 1863; resignation revoked by telegram December 12, 1863, upon the ground that the letter of acceptance was issued from this office by mistake.

2. Brigadier General Thomas Francis Meagher, United States volunteers, resigned; resignation accepted to take effect May 14, 1863; resignation cancelled December 23, 1863; General Meagher having been thus several months out of service before the revocation of his resignation.

3. Brigadier General W. T. H. Brooks, United States volunteers, resigned; resignation accepted, to take effect May 18, 1863; resignation revoked May 21, 1863.

4. Brigadier General Lysander Cutler, United States volunteers, resigned; resignation accepted, to take effect August 10, 1863; resignation revoked August 17, 1863.

5. Brigadier General William Harrow, United States volunteers, resigned; resignation accepted, to take effect October 3, 1863; resignation allowed to be withdrawn upon the application of General Harrow, and the letter of acceptance cancelled November 23, 1863.

6. Brigadier General Charles Griffin, United States volunteers, resigned; resignation accepted, to take effect July 27, 1863; resignation allowed to be withdrawn upon the appli-

cation of General Griffin, and the letter of acceptance cancelled on the following day, (July 28)

II. Where the vacancy created by the resignation of an officer has been subsequently filled, it has not been the practice of the department to allow him to withdraw his resignation and again enter the service under his old commission. In Major General Blair's case there existed at the time his resignation was cancelled—that is to say, on the 23d of April—two vacancies of major general of volunteers, which occurred after his resignation was accepted.

III. No instance can be recalled in which a military officer elected a member of Congress, and afterwards tendering his resignation as such officer and entering upon the discharge of his duties as a member of Congress, has been permitted to withdraw his resignation and to re-enter the military service under his former commission. No instance of any application for such position has occurrrd. If such instance actually exists, it could only be found by tracing the letter of resignation, in which the reason for resigning might be stated, and it would be useless to attempt such an investigation without a previous knowledge of the name of some officer who might be supposed to offer an example in point, whereas no such example is believed to exist.

I have the honor to be, sir, very respectfully, your obedient servant,

E. D. TOWNSEND,
Assistant Adjutant General.

Hon. EDWIN M. STANTON,
Secretary of War.

IN THE SENATE OF THE UNITED STATES.

JUNE 16, 1864.—Ordered to be printed.

Mr. SPRAGUE made the following

REPORT.

[To accompany bill S. No. 310.]

The Committee on Commerce, to whom was referred the petition of the American Shipmasters' Association, praying that the government furnish to their seamen hydrographic books and charts at the cost of paper and printing, have had the same under consideration, and beg leave to report:

That the subject is deemed by the committee to be of such importance that they have thought proper to embody in this report, as partially embracing and expressing their own views, the petition; a report on the subject by the head of the Bureau of Navigation in the Navy Department, with a part of an accompanying communication; and a report on the subject by the head of the Coast Survey in the Treasury Department.

In addition to the views set forth in these papers, the committee would express the opinion that it is of the first importance that our large and increasing naval and revenue service should enjoy the additional facilities for navigation demanded by the commerce of the country.

The committee would, therefore, respectfully urge upon the Senate the importance of an early and favorable action upon the bill herewith submitted, Senate bill No. 310.

AMERICAN SHIPMASTERS' ASSOCIATION,
No. 51 WALL STREET, ROOMS 23 AND 25,
New York, February 3, 1863.

To the Senate and House of Representatives of the United States:

The undersigned respectfully represent that the Shipmasters' Association was organized for the purpose of advancing the character and efficiency of our mercantile marine, by taking measures for the superior education and moral improvement of its officers and seamen, and thereby adding to the safety of our shipping; and as information of a hydrographic character stands pre-eminent as a means of effecting such purposes, and in view of the fact that the governments of the maritime powers of the world have prepared and published, for the use of their seamen, hydrographic books and charts to be sold at near their cost, they would solicit similar action on the part of the government of the United States.

It may be asked why the government should be called upon to furnish hydrographic, rather than any other kind of information; in reply to which they would say that this nation is competing for commercial equality on the ocean with the

great maritime powers of the world; it is therefore necessary to use the same proper means that they use to attain success.

They further represent that the creation and furnishing of nautical information is especially a government function. All surveys of sea-coasts, and the dangers of the ocean, have been made at the expense of the governments of the world; also the astronomical observations necessary for navigation. All the nautical almanacs published by the various nations are furnished at near the cost of printing and paper; the preparation of them by calculations, and the type-setting, are paid for by the respective governments which issue them.

They therefore respectfully ask that the Senate and Congress will take such steps as may be necessary to carry out the above-named object, viz., the supplying the seamen of our mercantile marine with charts and books at the cost of paper and printing.

E. E. MORGAN,
ROB. T. TAYLOR,
W. C. THOMPSON,
Council.
J. W. UPTON,
Secretary.

The undersigned concur in the above.

J. D. JONES,
President Atlantic Mutual Insurance Company.
M. H. GRINNELL,
President Sun Insurance Company.
LEOPOLD BRIRWEITH,
President Orient Mutual Insurance Company.
CHARLES NEWCOMB,
Vice-President Mercantile Insurance Company.
B. C. MILLER,
President Columbian Insurance Company.
ALFRED EDWARDS,
President Pacific Mutual Insurance Company.
J. P. TAPPAN,
President Neptune Insurance Company.
SAMUEL DRAKE SMITH,
President Commercial Mutual Insurance Company.
T. S. LATHROP,
President Union Mutual Insurance Company.
JOHN H. LYELL,
Vice-President New York Marine Insurance Company.
REUBEN E. LATHROP,
Great Western Insurance Company.

Letter to the Secretary of the Navy.

BUREAU OF NAVIGATION, NAVY DEPARTMENT,
Washington, March 29, 1864.

SIR: The bureau has had under careful consideration the letter of the honorable Z. Chandler, chairman of the Committee on Commerce of the United States Senate, dated February 26, and the petition, accompanying it, of the Shipmasters' Association, and of the marine insurance offices of New York, praying that the government will furnish to our seamen and mercantile marine, books and charts pertaining to the navigation of the high seas, at the cost of paper and printing, and has the honor to submit the following report:

The bureau has prepared, with mature reflection, the accompanying outline of its views in regard to the extension of its foreign hydrographic labors and duties, and also the accompanying estimates of the cost of establishing an office for this purpose.

The bureau entertains no doubt whatever that it is desirable (whenever it may be thought by Congress to be expedient and convenient) for our government to follow the governments of all the maritime powers of the world, (Prussia, even, with her small navy and commerce, included,) in preparing and publishing, under its own authority and in its own name, all the means and instruments of foreign navigation, and particularly charts.

To show how desirable this is, it may be mentioned that the British admiralty, which had been in the practice of sending copies of their charts and books to several of the public establishments of the country, such as the Coast Survey Office, the Light-house Board, the Observatory, and Smithsonian Institution, and of sending them also to the distinguished hydrographers, the Messrs. Blunt, of New York, withheld their publications in the autumn of 1861. In the autumn of 1863 the former practice of sending charts and hydrographic books was resumed.

I trust it will be thought that the time has now arrived when we may be able to adopt those measures of care and self-protection which must be adopted sooner or later, if American navigators and seamen are ever to recover the leading position they once occupied. I have endeavored to show in the accompanying outline that the loss of this position has been due in a great measure to the want of a sufficient guardianship on the part of the general government of the interests of merchants and seamen in the very particulars which form the subject of this petition and correspondence.

I have the honor to be, very respectfully, your obedient servant,

C. H. DAVIS,
Chief of Bureau.

Hon. GIDEON WELLES,
Secretary of the Navy.

Outline of views in regard to the extension of the hydrographic duties pertaining to the Bureau of Navigation.

GENERAL CONSIDERATIONS.

1. The commercial interests of the country require that the government should assume a more active and extensive care and supervision over all the means and instruments of foreign navigation.

2. The benefits which would thence accrue to the mercantile community in general are exemplified by the Coast Survey, which has rendered invaluable service within the sphere of its action.

3. The general government is alone capable of grappling with the subject in its whole scope, because it requires unrestricted communication with foreign governments, the services of national vessels, uniformity of method, singleness of responsibility, and vast research.

4. This responsibility is one of the most important views bearing on the subject. For want of a proper responsibility erroneous charts are published, and charts of an old date, which have long been imperfect, if not worse, are kept in circulation, and are imposed upon the unsuspecting.

5. The navigator is now subjected to great and unnecessary expense in sup-

plying himself with charts; one of the consequences of which is that he frequently goes to sea unprovided with the requisite means of safe conduct.

6. It is very desirable that the ignorance and neglect of seamen in these particulars should be corrected; they should be taught to know, and encouraged to use, the best books of navigation, sailing directions, and charts.

7. This can only be done by the government, which must publish these various works on its own responsibility, and furnish them to the merchant and seaman on the terms prescribed in the proviso to sec. 1 of the act making appropriations for the naval service, &c., approved March 3, 1849, as follows: "That the Secretary of the Navy may, when in his opinion the interests of navigation would be promoted thereby, cause any nautical works that may, from time to time, be published by the hydrographical office, to be sold at cost, and the proceeds arising therefrom to be placed in the treasury of the United States."

8. By doing this, the government will drive out of the market the spurious publications of irresponsible persons, and substitute in the place of them the most accurate and reliable works.

9. The character of our merchant service has already begun to suffer from our failure to perform our duty in these respects; the more so, that our neglect finds the strongest contrast in the conduct of the British, French, and Russian governments, all of which have taken the entire charge of the foreign hydrography of their respective countries. Our officers and ships, which in a report of a committee of the House of Commons (1836?) were once acknowledged to be superior to any, are now regarded as inferior to the British; and that inferiority proceeds in part from the imperfection and insufficiency of the means of navigation.

10. The publication of hydrographic works is contemplated and provided for by several acts of Congress, which, however, were designed for the most part to meet special cases; the obligation has been recognized, but the sphere of action has hitherto been too limited.

11. The course pursued by other commercial nations renders it expedient that we should no longer leave it to private enterprise, knowledge, and fidelity, to create the means by which the wide and increasing commerce of the country is conducted in safety over the great oceans.

To continue to do so, will be to endanger the best interests of that commerce, to imperil life, and to accept for our merchants and seamen an inferior position among the traders and travellers upon the sea.

PLAN OF PROCEEDING.

a. In reference to charts, maps, drawings, views, plans, photographic illustrations, &c.

b. In reference to works of instruction and information: as sailing directions, descriptive tracts, tables of geographical position, current and tide tables, general and special memoirs relating to the sea, &c.

c. In reference to books of navigation, properly so called, and of nautical astronomy.

In reference to charts, &c.

1. In order that the government may enter, as soon as possible, into the exercise of a beneficial control over the foreign charts of the country, it must begin not only to engrave its own charts, but to purchase engraved plates.

2. The process of engraving is slow; the establishment and complete organization of a hydrographic office from the resources now in the hands of the government is impossible.

3. But the government is in possession of much useful information which may be turned to account when it begins to print and publish on its own authority.

4. The government commands very valuable resources for the improvement of foreign hydrography, in its cruising vessels, which would be systematically developed.

5. The hydrographic reports, records, and data of all kinds, surveys included, will be brought together and applied to the best use.

6. Communications will be opened with the offices of hydrography of other nations.

7. Compensation will be paid for valuable information, and by this means investigations, surveys, and observations will be stimulated.

8. The stamp of the government, or its mark of authentication, will be put on all charts published by it.

9. A list of its charts will be published from time to time in a way in which it will be most likely to fall under the eye of the seaman, and keep him informed of what he is to ask for.

10. The original plates will be carefully preserved, and the printing will be made from electrotype copies.

11. The ultimate object will be wholly to supply the foreign cruiser and trader with charts either actually made by the government and sold in compliance with the terms of the law above quoted, or with charts made under its sanction by private individuals, stamped with its authority, and sold with its permission.

In reference to books of information and instruction.

1. All such books, of merit, will be collected in a library for consultation and study.

2. Books of sailing directions, and those relating to the geography and physical science of the sea, will be published by the Bureau of Navigation, or under its direction, as the means and occasion offer.

In reference to books of navigation, properly so called.

1. The use of books of navigation is so intimately connected with the use of charts and sailing directions, that the former cannot be conveniently separated from the latter.

2. If they are all under the same control they can be made so to correspond as to be of mutual help to each other.

3. The government ought, therefore, to either acquire a right to the navigator in common use among American seamen, or else to publish a navigator of its own.

4. With the Nautical Almanac, the Treatises and Manuals of Navigation, and the foreign charts under its control, it will be able to carry forward each one in its own peculiar path of improvement, and make them all harmonize together.

5. The government would then be at liberty to publish such manuals as it might think proper, without interfering with private property.

6. All that has been said concerning the effect upon our commercial prosperity, and upon the standing of our mercantile marine, to be produced by supplying our seamen with the best charts, applies with equal force to the Manuals of Navigation.

7. Those improvements in navigation which proceed from the application of the highest science enter chiefly into the Navigator and Nautical Almanac.

8. The Navigator and Nautical Almanac are inseparable companions at sea; they are complements of each other and they must be used together, and can

only be used together. Having the latter, the government would find it expedient to acquire possession of the former.

Estimates for preparing and purchasing charts, plates, books, and copyrights, for the purposes of navigation, and for the publication thereof; and for the organization of an office of Foreign Hydrography in the Bureau of Navigation.

For the purchase of three printing presses	$2, 200 00
For the purchase of finished plates	30, 000 00
For the purchase of new plates, and of paper, ink, linen, and other printing materials, and for the cost of printing and backing charts	20, 000 00
For electrotyping plates	3, 000 00
For the purchase and preparation of sailing directions	10, 000 00
For the purchase and preparation of books of navigation	50, 000 00
For salaries of engravers	6, 000 00
For salaries of hydrographer and draughtsmen	8, 000 00
For salary of bookkeeper	2, 000 00
For salary of clerk	1, 500 00
For pay of messenger	840 00
For pay of laborer	600 00
For rent of building	3, 000 00
For fuel and light	500 00
For drawing tables and office furniture	500 00
For instruments and office stationery	500 00
For contingent	1, 000 00
Total	139, 640 00

The sale of the charts and books of sailing directions and navigation, under the existing law, will repay the expense of printing and publication. The amount here estimated for the finished plates and books will in course of time be refunded; the actual cost of these charts and books for the navy will hereafter be very much less.

COAST SURVEY OFFICE, *February* 25, 1863.

SIR: I have the honor to acknowledge the receipt of your letter of the 14th instant, enclosing a letter from the chairman of the Committee on Commerce of the Senate, and the memorial of the Shipmasters' Association of New York, as to the necessity of providing by law hydrographic books and charts to be sold at near their cost for the superior education and moral improvement of American officers and seamen engaged in commerce.

The Treasury Department has, as already stated in my report to you of December 19, 1862, made a beginning in this direction by its action in the matter of the charts of the coast, prepared at this office. It has also done the same in its sale of charts of the United States exploring expedition.

It has also, in the same liberal spirit, provided by regulations that the results of the coast survey may be communicated to any one desiring a copy, provided that the communication is duly acknowledged, and that no expense be incurred in copying, etc.

It happens, however, as a drawback to the usefulness of this rule, that there is no security that this information may be used in an approved form, or even correctly given to the public, and the very acknowledgment may seem to make

the survey responsible for work inaccurately set down, or even not at all executed by it.

The fact is, that this is a business which should be carried on exclusively by the government, which can alone give to mariners the guarantees for accuracy which are needed.

If the survey of the coast had been left to hap-hazard private enterprise, the work would have failed utterly, being partially executed, and only in certain favored localities, and in these, even, would not have commanded the respect and confidence of navigators without which the enterprise would have proved quite useless.

The experience of all nations agrees in this. So, in regard to the publication of charts, experience speaks not less loudly.

By act of June 3, 1844, the Secretary of the Treasury was authorized to dispose of the maps and charts of the survey of the coast of the United States, and to present copies to foreign governments, departments of our own government, and literary and scientific institutions. The department adopted the principle that the price at which the maps and charts should be sold should be nearly that of the cost of paper and printing, with a margin for general expenses as commissions and the like.

By the regulations of 1844 the sale of the charts at such prices as would pay for the cost of the printing and paper was authorized, so that the publication is without expense to the government, and the mariners who purchase have the benefit proposed by the Shipmasters' Association to be extended to all charts whatsoever and to nautical books.

The maps and charts of the Coast Survey, required for the use of the army and navy, are furnished free of cost from the Coast Survey office to the War and Navy Departments, and a certain distribution authorized by the Treasury Department is made to literary and scientific institutions in all parts of the United States. In 1859, prior to the war, 6,200 charts were thus distributed, and since the war there have been 55,000 distributed to the army and navy.

The head of the Bureau of Navigation in the Navy Department has the sanction of the head of the department to prepare and publish foreign charts, as recommended by the Shipmasters' Association.

Justice would seem to require, if this publication interferes with existing private enterprises, that an appropriation be made to pay for the property thus injured, and that as far as convenient, it be converted to public and general use under the new plan.

The Navigator, first planned and executed by the eminent mathematician, Doctor Nathaniel Bowditch, and used by our navy and mercantile marine, should belong to the Bureau of Navigation of the Navy Department, the primary object being the supply of the navy with tables, etc., for purposes of navigation, while the Coast Pilot, originating with the elder Edmund Blunt, should be issued under the sanction of the Coast Survey, which alone has the necessary information for its improvement. No nation but ours depends upon private enterprise to furnish a coast pilot. At no place within the control of the government can such a work be so well prepared as at the Coast Survey office, where the materials for its preparation are all to be found. The printing will be made under the general law, or by special resolution, as may be thought best. The details of publication could be arranged without cost.

A simple resolution like the following would enable the execution of the views of the Shipmasters' Association:

Resolved, That it is desirable for the improvement of the mercantile marine, for the promotion of commerce and navigation, by providing accurate and cheap charts and nautical books under the control of government authority, and for the use of navigators generally, and of the naval and revenue service, that the Secretary of the Treasury should be authorized to publish and sell domestic

charts and nautical books relating to the coast at the cost of printing and paper, and that the Secretary of the Navy should be authorized to publish foreign charts and general nautical books for the use of the navy and of navigators, to be sold at the cost of printing and paper merely; and said Secretaries are so authorized accordingly.

Resolved, That the sum of —— dollars be appropriated for the execution of this resolution, and that the moneys received for the sale of maps, charts, and books be turned over by the Secretaries of the Treasury and Navy to the treasury of the United States for the preparation of other works for the same purposes, and to be sold on the same terms.

I return the papers enclosed to me.

Very respectfully, yours,

A. D. BACHE,
Superintendent United States Coast Survey.

Hon. S. P. CHASE,
Secretary of the Treasury.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 86.

IN THE SENATE OF THE UNITED STATES.

JUNE 18, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 466.]

The Committee on Pensions, to whom was referred a bill (H. R. 466) for the relief of the widow of C. A. Hann, beg leave to report:

It appears from the memorial and papers that the petitioner is the widow of C. A. Hann, late of Green county, Tennessee; that in the autumn of 1861 the military authorities considering it important to destroy certain bridges on the East Tennessee and Virginia railroad, detailed an officer for that purpose; that several loyal men of East Tennessee were employed upon this service, and among others the late husband of the petitioner, Mr. C. A. Hann, a young man about twenty-seven years of age and of fair character. The object sought was accomplished, but the said Hann was captured by the insurgents, tried by a so-called court-martial, and executed on the 11th day of December, 1861, at Knoxville, Tennessee. The widow, with his two children, is in needy and dependent circumstances.

The committee are of the opinion that this case comes fairly within the spirit and intent of the pension laws, and they, therefore, recommend the concurrence of the Senate in the bill for the relief of the petitioner, with certain amendments, as follows:

In lines 6 and 7 strike out the words "with the passage of this act," and in lieu thereof insert the words, "on the 11th day of December, 1861." In line 7 strike out the words "natural life, or."

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 87.

IN THE SENATE OF THE UNITED STATES.

JUNE 18, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 347.]

The Committee of Pensions, to whom was referred the bill (H. R. 347) for the relief of Martha Jane Skaggs, beg leave to report:

That an examination of the facts shows that the petitioner is the widow of Alfred Sykes Skaggs, a private in company E, 27th regiment Kentucky volunteers; that her late husband died at Elizabethtown, Kentucky, on the 27th day of January, 1862, while in the service of his country and in the line of his duty; that the said company E, 27th regiment Kentucky volunteers, was mustered into the service of the State of Kentucky in the month of October, 1861, and was mustered into the service of the United States in March, 1862; and that at the time of the death of the said Skaggs it was actually in the service of the United States. By reason of the death of the deceased, however, before his company was actually mustered into the service of the United States, his name does not appear on the rolls filed in the office of the Adjutant General of the United States, and on this account an application at the Pension Office in behalf of the petitioner was rejected.

The committee are of the opinion that this case comes within the intent and spirit of the pension laws, and they therefore recommend the passage of the bill for the relief of the petitioner, with an amendment, as follows:

In the 10th line, after the words "eighteen hundred and sixty two," insert the words "at the rate of eight dollars per month."

38TH CONGRESS, 1st Session. | SENATE | REP. COM. No. 88.

IN THE SENATE OF THE UNITED STATES.

JUNE 20, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of Mrs. Mary C. Hamilton, widow of the late Captain Fowler Hamilton, of the 2d United States dragoons, beg leave to report:

That the said Fowler Hamilton died on the eighth day of August, 1851, from exposure and disease contracted in the military service of the United States. There being no provision in the pension laws then existing for the widows of officers in the regular army except they had died of wounds received in battle, the petitioner applied to Congress, and, on the first day of March, 1854, a special act was passed granting her such a pension as she would have received had her husband died of wounds received in battle, for the term of five years, the period fixed by the general law. On the third day of June, 1858, this pension was continued by a special act of Congress for five years longer. The petitioner now asks that her pension may be continued to her during the period of her natural life, or for such other term as Congress may think proper.

Upon examination of the case the committee are of the opinion that it is meritorious, and were it not for the enormous pressure upon the treasury of the United States, they might perhaps be disposed to regard it as one in which the bounty of the government could with propriety be extended. Under existing circumstances, however, the committee do not feel authorized to extend the provisions of our liberal pension laws, except for extraordinary reasons. They are of the opinion, therefore, that the prayer of the petitioner should not be granted

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 89.

IN THE SENATE OF THE UNITED STATES.

JUNE 20, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 465.]

The Committee on Pensions, to whom was referred a bill (H. R. No. 465) for the relief of Deborah Jones, widow of the late Captain Ezekiel Jones, of the county of Oneida, State of New York, have taken the same under consideration, and beg leave to report:

It appears from the affidavits and other papers accompanying the memorial of the petitioner that the late Captain Ezekiel Jones began recruiting a company for the 146th regiment New York volunteers in the month of August, 1862; that he labored incessantly at this duty, and by his over exertion brought on a fever, with which he was seized on the fifth day of October, 1862, and of which he died on the sixth day of November following; that he was not mustered into the service of the United States until the tenth day of October, and, therefore, although he was technically in the service at the date of his death, and actually, though not technically, in the service when his disease was contracted, his case falls without the provisions of the pension laws. Had he been mustered in five days earlier, or had his system withstood the approach of the disease for five days longer, his widow, the petitioner, would have been entitled to a pension under existing laws. Full and minute affidavits in proof of the alleged facts are furnished with the memorial.

The committee are of the opinion that this is a peculiarly meritorious case, and falls clearly within the spirit and intent of the pension laws. They therefore recommend the passage of the bill.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 90.

IN THE SENATE OF THE UNITED STATES.

JUNE 20, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 380.]

The Committee on Pensions, to whom was referred a bill (H. R. No. 380) for the relief of George W. Murray, beg leave to report:

That it appears from the memorial and papers of the petitioner that he is a son of James Murray, formerly of Kennebunk, in the State of Maine, who died in the naval service of the United States in the war of 1812; that under the act of March 3, 1837, a pension was allowed the minor children of the said James Murray, but as the petitioner was absent from his home and supposed by his friends to be dead, he did not receive his share of the pension, but it was retained and has remained unpaid. An application by him to the Fourth Auditor of the Treasury for payment of the same was refused in consequence of the length of time which had elapsed since the granting of the pension. The petitioner asks that Congress will authorize the payment of the sum allowed him by the above-mentioned pension. The alleged facts, and the identity of the petitioner, are fully proven by the papers accompanying the memorial.

The committee are of the opinion that the said Murray should be authorized to receive the money to which he had been so clearly entitled, and therefore recommend that the Senate do concur in the passage of the bill for his relief.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 91.

IN THE SENATE OF THE UNITED STATES.

JUNE 20, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 316.]

The Committee on Pensions, to whom was referred the memorial of Reuben Clough, asking for the payment of arrears of pension, beg leave to report:

That the petitioner was wounded at the battle of Chippewa on the fifth day of July, 1814, and in consequence has been in an exceedingly feeble and helpless state ever since. He made several efforts to complete the testimony necessary to an application for a pension; but on account of his poverty and feebleness of intellect, he did not succeed until 1849, when he was placed on the pension rolls at the rate of eight dollars per month, beginning on the 29th day of December, 1848. He now asks for a pension from the date of his wound to the date of the commencement of his present pension, on the ground that his failure to complete his testimony until the date at which he did complete it was due to the feeble and impaired condition of his intellect.

In respect to these allegations the following abstract of the testimony on file in the Pension Office is respectfully submitted:

[Abstract.]

PENSION OFFICE, *April* 19, 1860.

It appears from the evidence that Reuben Clough was wounded at Chippewa, July 5, 1814. The Adjutant General made the following report in the case: "That Captain Goodrich's muster-roll for June, 1814, reports that Reuben Clough enlisted October 1, 1812, for five years. On roll for August he is reported 'wounded.' In general hospital July 5, 1814. Captain Bliss's muster-roll, 11th infantry, war establishment, ending May 15, 1815, reports Reuben Clough wounded July 5, 1814; hospital, Williamsville."

It appears that in the battle of Chippewa he received a wound in his face, by a ball entering the right nostril, and passing out back of the angle of the lower jaw into the neck. The surgeons in their certificate say: "The inflammation which would probably result from such a gun-shot wound might, and probably would, impair materially the mental faculties, by deranging the functions of the brain."

The following is a synopsis of the testimony of witnesses, in the order in which it is presented: Henry Newman, who lives near, and has known Reuben Clough twelve years, knows he is very poor, and incapable of getting his living; his mind appears to be very much impaired.

Ebenezer Perkins has known him for eight years; knows his intellectual faculties are very poor and much impaired.

Cyrus Smith has known him for fourteen years; considers his faculties very poor towards getting a living.

E. B. Dennison has known him about sixteen years; says his intellectual faculties are, and have been, very poor, and his memory very treacherous.

Samuel Sleeper has known him well for more than forty years; that before he enlisted in the army he had a good, fair intellect; that after his return from the army, he was wounded and feeble; his constitution and health very much impaired, his intellect enfeebled, and his memory poor, and has been ever since his return from the army.

John S. Ruter has been acquainted with Reuben Clough for fifty-three years; knew him when a small boy; up to the time he entered the army, was considered of a strong constitution and fair intellect; on his return he had been wounded in the face and was very feeble; his constitution seemed much impaired, and his intellect shattered; his intellect has remained very much impaired to the present day.

David Sleeper has been well acquainted with Reuben Clough since 1808; previous to his entering the army in 1812, he was considered a smart young man, and of good intellect. Soon after his return from the army in 1815 he came to my father's; he was then very feeble; appeared to have been severely wounded in and about the mouth; several of his teeth missing, his constitution quite broken down, his intellect greatly impaired; he has never recovered in either body or mind.

John W. Smith has been acquainted with him for more than thirty years; knows that he made several efforts to get his testimony prepared within the last twenty years, but failed on account of his extreme poverty and great deficiency of intellect. Once he procured his testimony in part, but his case was neglected and the testimony lost. Said Clough is very poor and quite the wreck of a man, both in body and mind.

It has been a uniform rule of action with this committee that, except in very peculiar and extraordinary cases, no person should be exempted from the action of the general law, which provides that in all cases the payment of pension shall commence at the date when full proof is furnished at the proper department. And the committee are firmly convinced of the justice, the propriety, and the necessity of this provision, and of the inexpediency of any change in the pension system in this respect. The case of the petitioner, however, they regard as being of unusual and peculiar merit, as he endeavored to comply with the requirement of the law, but failed solely on account of mental incapacity resulting from a wound received in the service of his country. The committee, therefore, report a bill for his relief.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 92.

IN THE SENATE OF THE UNITED STATES.

JUNE 23, 1864.—Ordered to be printed.

Mr. ANTHONY made the following

REPORT.

[To accompany bill S. No. 328.]

The Committee on Claims, to whom were referred the memorial and papers relative to the claim of N. S. Brinton, a paymaster in the United States army, praying for relief on account of certain funds of the government in his hands on board of the steamer Ruth, and, with that steamer, destroyed by fire on the night of the 4th of August, 1863, *make the following report:*

Upon a careful investigation of the proofs and evidence of the loss of the steamer Ruth and the money in the hands of Major Brinton on board said steamer, the committee find the facts set forth in the memorial of Major Brinton satisfactorily proved; and for a full account of the same would refer to the following as a part of this report: General Order No. 344, of the War Department, (marked A;) copy of a letter from H. G. Root, special agent of the Treasury Department, to F. E. Spinner, United States Treasurer, November 9, 1863, (marked B;) letter of Messrs. Pratt, Graham, and Cromwell, to Secretary Chase, dated November, 1863, (marked C;) copy of the affidavit of Felix Jourand, a submarine diver, who was employed to examine the remains of the steamer Ruth, (marked D.) And, in accordance with this finding, report the accompanying bill.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM. No. 93.

IN THE SENATE OF THE UNITED STATES.

JUNE 24, 1864.—Ordered to be printed.

Mr. WILKINSON made the following

REPORT.

[To accompany bill S. No. 331.]

The Committee on Revolutionary Claims, to whom was referred the memorial of Haym M. Salomon for indemnity for advances of money made by his father to the United States during the revolutionary war, have had the same under consideration, and respectfully report:

The claim of the memorialist is one of undeniable merit. It is for money advanced to the revolutionary government when the public credit was exhausted, its treasury bankrupt, and *specie* almost impossible to be obtained. It has been repeatedly examined by some of the ablest committees of the two houses of Congress, and always reported upon favorably, with a bill for the relief of the memorialist; but the great magnitude of the papers and vouchers required so protracted an examination as to place it last on the calendar at each session, and never to come within the reach of final action.

The facts show that Haym Salomon, the father of the memorialist, a native of Poland, settled in this country as a merchant and banker before the Revolution, and was a zealous supporter of the war for independence; that he was a man of unquestioned integrity, great financial resources and ability, and enjoyed the highest confidence of our public men of the time, as is shown by the most abundant proof, as stated in the reports of the various committees; that his large private fortune and the proceeds of his extensive commercial earnings were freely applied to the use of the revolutionary government and its various public men, and the agents of foreign governments friendly to our cause, whose supplies were for the time cut off; that during the war he was imprisoned, with Stockton and others, as early as the year 1775, at New York, in the loathsome prison called the "Provost," where he contracted a disease which ended in his death just at the close of the war, and before any steps had been taken to secure the same, or by the government to reimburse him for the large amount he had advanced for its use.

When he died he left a young wife not familiar with our language, and four infant children, the youngest, the present memorialist, being only some three weeks old, at a time when all matters, both public and private, were in a state of the greatest depression and confusion, and necessarily exposed to corresponding hazard and neglect. The inventory of his private estate, as filed in the probate court in Philadelphia on the 15th day of February, 1785, exhibited among other things, the following public securities as forming part of its assets, viz:

Loan office certificates	$110, 233 63
Treasury certificates	18, 244 88
Continental liquidated dollars	199, 214 45
Commissioners' certificates	17, 870 37
Virginia State certificates	8, 166 00
Total	353, 729 43

After a careful inspection of the disbursements and payments by the government from 1781 to the formation of the present government in 1789, it appears that no part of this indebtedness was ever paid to Haym Salomon or his heirs, or that any payments whatever were made to him or his representatives; and in an official statement of the First Auditor of the Treasury, in answer to questions propounded by the committee of the House of Representatives when examining the same subject, with a certified copy of these evidences of debt before him, that officer stated that no part of the sum had been paid or funded by any one since the formation of the present government. It is, therefore, conclusive to the mind of your committee that no such payment ever has been made, and that the same is still a valid claim for proper indemnity in favor of the memorialist.

It is also proven by the original checks and vouchers before your committee that Haym Salomon advanced in specie to the "superintendent of finance" of the revolutionary government, (Robert Morris,) at various times and in various sums, to the amount of some $211,678, for which amount the original checks are before your committee, excepting two or three which are mislaid, but are well vouched for and referred to in former reports.

The evidence before your committee also proves that Haym Salomon advanced to the government six promissory notes, amounting to £34,758 18*s.* 2*d.* Pennsylvania currency, or in federal currency about $92,600, for which the original receipt of M. Hillegos, continental treasurer, is presented, showing that it was for the use of the United States.

There is also before your committee the promissory note of Haym Salomon for $20,000, payable in thirty days to the order of Robert Morris, which shows by the bank marks upon it that it was discounted by the bank and paid by Mr. Salomon at maturity, whose name is erased, and Robert Morris is still on it. There is no doubt that this note was loaned to Mr. Morris, for the reason that a receipt was given bearing even date with the note, "July 25, 1783," and there is a memorandum indorsed on the note to that effect, so specifying. And considering that Mr. Morris was at that time exclusively engaged in financiering for the government, which was greatly in need of means, it is most likely the proceeds of this note were so applied, though the memorialist does not claim it as part of his demand against the government.

It is also proven by the vouchers before your committee, that Haym Salomon provided the means to support the ambassador of the king of Spain, Don Francisco Rendon, who was in secret alliance with the revolutionary government, and whose supplies were cut off by the British cruisers. This fact was acknowledged in an official letter from that minister to the governor-general of Cuba, and the original orders uncancelled, to the amount of 10,000 Spanish dollars, are before your committee, showing that the amount was never paid. But the memorialist does not, nor never has asked this government to pay that sum.

All the former reports from the committees of both houses show that Haym Salomon supported from his private means many of the principal men of the Revolution, who otherwise, as stated by themselves, could not have attended to their public duties, among whom are mentioned Jefferson, Madison, Lee, Steuben, Mifflin, St. Clair, Blond, Mercer, Jones, Monroe, Wilson and others; but the

package of vouchers containing the original letters and orders from these parties to Mr. Salomon, with the important confidential statements of these parties, together with many other important as well as interesting matters of fact, have all disappeared from the proper files in the case since the adjournment of last Congress, and no search has been able to find or discover them. It is supposed they have all been extracted for the sake of the original autograph letters and signatures they embraced. But sufficient of their contents has been preserved in the former reports to show their accuracy, and the importance of the relief granted to those who devoted their whole time to the public service, and wherein the patriot Madison says, in 1783—

"The expediency of drawing bills on Virginia, even the most unquestionable, has been tried by us in vain."

"I am fast relapsing into pecuniary distress. The case of my brethren is equally alarming."

"I have been a pensioner for some time on the favor of Haym Salomon."

"I am almost ashamed to reiterate my wants so incessantly to you. The kindness of our friend near the coffee-house (Haym Salomon) is a fund that will preserve me from extremities, but I never resort to it without great mortification, as he obstinately rejects all recompense. To necessitous delegates he always spares them supplies," &c., &c.

This distressed condition of the public men of the time is corroborated by Mr. Morris, superintendent of finance, who, in 1781, wrote the president of Congress that "The treasury was so much in arrears to the servants in the public offices that many of them could not, without payment, perform their duties, *but must have gone to jail* for debts they have contracted to enable them to live," &c., had they not been favored with assistance.

It was in a crisis like this that Mr. Salomon not only aided the government directly, as we have seen, but sustained its public men, without reservation or security, trusting in the honor and gratitude of the American people when independence should have been secured.

As evidence of the ability of Haym Salomon to make the advances before stated, your committee have before them the sworn statement of the cashier of the Bank of North America, taken from its books, showing that after making all these payments and loans, his bank account, at the end of each consecutive quarter during the time referred to, averaged a surplus of from $11,000 to $46,000; and the same sworn statement also proves, from the same books, the advance of the large sums stated to Robert Morris; and, indeed, in all respects corroborates the financial character and respectability of the father of the memorialist. This sworn statement also proves the advances made to the various public men of the Revolution before mentioned, showing the orders or checks upon which the money was paid.

The committees of the last Congress state that, "in order to be satisfied how far payments of the whole or any part of these advances or government obligations have been made, have had brought before them a full exemplification of all the revolutionary expenditures and payments anterior to the formation of the present government, but do not find that there is any evidence of such payments having been made to the father of the memorialist, or to his heirs or legal representatives after his death.

"That the accounts rendered by the superintendent of finance have been carefully examined, and no discharge of any of these obligations can be found." That "a like search has been made in the private accounts of Robert Morris, as stated upon his oath while incarcerated for debt in the year 1805, and no payments to, or charges against, Haym Salomon appear in any shape." And the First Auditor of the Treasury states officially that no such payments have been made since the formation of the present government, which is conclusive evidence that there is justly due the memorialist a large sum.

The evidence before your committee shows that the memorialist has been diligent in pursuing his claim. At the death of his father, in 1784, his brother, the eldest of the family, was but about seven years old. When he arrived at maturity he found the large real estate owned by his father all sold, and no account rendered of anything. Steps were taken to pursue such rights as were visible, and, among others, this demand; but as the evidence was scattered, and they were compelled to earn a livelihood by their industry, things moved slowly. Early in this century, his elder brother dying in the discharge of public duties, far from home, the memorialist took charge of it, and has pursued it by every proper means in his power.

Many of the survivors of the Revolution, who were the compeers and knew the value of the sacrifices made by Haym Salomon, wrote encouraging letters to the memorialist on the subject. Among these may be mentioned one from James Madison, in 1827, who, among other things, stated:

"The transactions shown by the papers you enclose *were for the support of the delegates to Congress, and the agency of your father therein was solicited on account* OF THE RESPECT AND CONFIDENCE HE ENJOYED AMONG THOSE BEST ACQUAINTED WITH HIM," &c., and concludes with the wish that the memorialist might be properly indemnified.

But without amplifying, there is sufficient to show that the memorialist has been vigilant in the pursuit of his rights, and though he has had numerous reports made in his favor, he never could get his case finally acted upon.

The aggregate of the indebtedness or demand of the memorialist against the government, and of the moneys advanced to the public men of the Revolution, as shown by the papers, and recognized by all the committees of both houses, which have examined the same, may be stated thus:

Government obligations of the various species before stated....	$353, 729 43
Specie advanced at various times to superintendent of finance...	211, 678 00
Haym Salomon's six promissory notes, £34,758 18*s.* 2*d.*, or, in federal currency, say	92, 600 00
Making a total of.....	658, 007 43

Besides the note of $20,000, evidently loaned to Robert Morris, and the $10,000 and upwards advanced to Don Francisco Rendon, the ambassador of Spain, and an indefinite amount advanced to many of the most devoted men of the Revolution, which is not enumerated or claimed by the memorialist.

In former reports in favor of the memorialist it has been recommended that a bill be passed appropriating to him the amount of government obligations held by his father at the time of his death, viz: $353,729 43, except the report of this committee made at the last session.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 94.

IN THE SENATE OF THE UNITED STATES.

JUNE 27, 1864.—Ordered to be printed.

Mr. TRUMBULL submitted the following

REPORT.

The Committee on the Judiciary, to whom were referred the credentials of William M. Fishback and Elisha Baxter, claiming seats from the State of Arkansas, report:

That the credentials presented are in due form, purporting to be under the seal of the State of Arkansas, and to be signed by Isaac Murphy, governor thereof; and if the right to seats were to be determined by an inspection of the credentials, Messrs. Fishback and Baxter would be entitled to be sworn as members of this body. It is, however, admitted by the persons claiming seats, and known to the country, that in the spring of 1861, the State of Arkansas, through its constituted authorities, undertook to secede from the Union, set up a government in hostility to the United States, and maintain the same by force of arms. Congress, in view of the condition of affairs in Arkansas and some other States similarly situated, passed an act, July 13, 1861, authorizing the President, in case of an insurrection in any State against the laws of the United States, and when the insurgents claimed to act under the authority of the State, and such claim was not repudiated, nor the insurrection suppressed by the persons exercising the functions of government in such State, to declare the inhabitants of such State, or part thereof where such insurrection existed, to be in a state of insurrection against the United States; and that, thereupon, all commercial intercourse by and between the same and the citizens of the United States, except under license and upon certain conditions, should cease and be unlawful so long as such condition of hostility should continue.

In pursuance of this act, the President, August 16, 1861, issued his proclamation declaring the inhabitants of the State of Arkansas, except the inhabitants of such parts thereof as should maintain a loyal adhesion to the Union and the Constitution, or might be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents, to be in a state of insurrection against the United States, and that all commercial intercourse between them and citizens of other States was and would be unlawful, except when carried on under special license, until such insurrection should ce ase. At the date of this proclamation no part of the State of Arkansas was occupied and controlled by the forces of the United States, nor did the inhabitants of any part of the State, at that time, publicly maintain a loyal adhesion to the Union and the Constitution. Hence, upon the issuing of said proclamation, a state of hostility or civil war existed between the inhabitants of the State of Arkansas and the United States, and there was not at that time any organized authority in Arkansas, loyal to the Constitution, competent to choose or appoint Senators

of the United States. It is claimed, however, that since that period the State, or the greater portion of it, has been occupied and controlled by the forces of the United States, engaged in the dispersion of the insurgents, and that the inhabitants of said State, loyal to the Union and the Constitution, have reorganized their State government, and have the right, through the legislature they have instituted, to choose two senators for said State.

The Constitution declares that "the Senate of the United States shall be composed of two senators from each State, chosen by the legislature thereof, for six years," and makes each house "the judge of the election, returns, and qualifications of its own members." In the investigation of the claimants' right to seats, the first question to be determined is, Was the body by whom they were elected clothed with authority to elect senators; in other words, was it, in a constitutional sense, "the legislature of Arkansas?"

A question similar to this arose some years since between Robbins and Potter, each claiming to have been elected senator by the legislature of Rhode Island, though by different bodies. In that case the Senate was called upon to decide, and did decide, which of the two bodies, each claiming to be legitimate, was the legislature contemplated by the Constitution. The Supreme Court of the United States, in the case of Luther *vs.* Borden, growing out of the political difficulties in Rhode Island in 1841 and 1842, held that "when the senators and representatives of a State are admitted into the councils of the Union, the authority of the government under which they are appointed, as well as its republican character, is recognized by the proper constitutional authority. And its decision is binding on every other department of the government."

The claimants laid before the committee a statement of the circumstances attending the assembling of the body by which they were elected, in which, after detailing the condition of the State while under rebel control, and prior to September, 1863, they say: "Upon the advent of the Union army the rebels in the State, guerillas and all, for the most part left with their armies, leaving about two-thirds of the State comparatively free from guerilla depredation.

"The Union men came flocking from the mountains, where they had lain for two years, to the federal standard, and nearly every man whom the medical examiners would receive joined the federal army.

"Those who were rejected, (and their number was enormous, their constitutions having been broken by exposure and their hardships,) and those whom circumstances prevented from joining the army, found themselves, so far as law was concerned, in a state of chaos. Many of them, living remote from military posts, had not even the protection of military law.

"Immediately they began to agitate the question of a reorganization of their State government. They first moved in primary meetings, and on the 30th of October, 1863, they held a mass meeting in the city of Fort Smith, in which some twenty counties are said to have been represented, and at which they called upon all the counties in the State to elect delegates (after having elected commissioners of election) to a State convention, to be held in the city of Little Rock on the 8th day of January, 1864, for the purpose of so amending the constitution as to abolish slavery. Simultaneously with this meeting, meetings were held in a number of other counties. In every single one (in ignorance of the action of others in many instances) they declared for a convention and for the abolition of slavery.

"Commissioners of election were first elected, and they held the elections for the delegates.

"All this was prior to the President's amnesty proclamation.

"When the convention met, forty-five delegates were present, representing about one-half of the State. (Several of the delegates failed to attend.) They repudiated the rebel debt, State and confederate, abolished slavery, and submitted the constitution to the people for their ratification. They also provided

for taking the vote for State and county officers, and members of the legislature, at the same time with the vote for the ratification of the constitution.

"The result of those elections was 12,177 for the constitution and 226 against it, an election of State and county officers, an election of delegates to the lower house of Congress, and a representation in the State legislature from forty-six of the fifty-four counties of the State."

The number of persons in Arkansas who voted for President in 1860 was 54,053, less than one-fourth of whom, as appears from the statement of the claimants, took part in the reorganization of the State government. This, however, would not be fatal to the reorganization, if all who were loyal to the Union had an opportunity to participate, and the State was free from military control. Such, however, is understood not to have been the case. The President had not then, nor has he up to this time, recalled his proclamation, which declared the inhabitants of Arkansas in a state of insurrection against the United States, nor was there any evidence before the committee that said insurrection had ceased or been suppressed. At the time when the body which chose the claimants was elected, when it assembled, and at this time, the State of Arkansas is occupied by hostile armies, which exercise supreme authority within the districts subject to their control. While a portion of Arkansas is at this very time, as the committee are informed, in the actual possession and subject to the control of the enemies of the United States, other parts of the State are only held in subordination to the laws of the Union by the strong arm of military power. While this state of things continues, and the right to exercise armed authority over a large part of the State is claimed and exerted by the military power, it cannot be said that a civil government, set up and continued only by the sufferance of the military, is that republican form of government which the Constitution requires the United States to guarantee to every State in the Union.

When the rebellion in Arkansas shall have been so far suppressed that the loyal inhabitants thereof shall be free to re-establish their State government upon a republican foundation, or to recognize the one already set up, and by the aid and not in subordination to the military to maintain the same, they will then, and not before, in the opinion of your committee, be entitled to a representation in Congress, and to participate in the administration of the federal government. Believing that such a state of things did not at the time the claimants were elected, and does not now, exist in the State of Arkansas, the committee recommend for adoption the following resolution:

"*Resolved*, That William M. Fishback and Elisha Baxter are not entitled to seats as senators from the State of Arkansas."

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 95.

IN THE SENATE OF THE UNITED STATES.

JUNE 29, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 394.]

The Committee on Pensions, to whom was referred a bill (H. R. 394) for the relief of Mary Scales Accardi, beg leave to report:

The petitioner is the widow of Salvador Accardi, who entered the navy of the United States, as a musician, in the year 1830, and served for different terms during a period of eighteen years, his last discharge bearing date of September 22, 1852. On the 14th day of March, 1854, in accordance with a decision of the Court of Claims, to whom the subject had been submitted by Congress, the said Salvador Accardi was placed upon the roll of invalid pensioners at the rate of six dollars per month, in consequence of disability which was the result of an injury received on board the frigate Independence, while in the line of his duty, in the year 1852. On the fifteenth day of November, 1861, he died at the insane hospital near the city of Washington, D. C.

The petitioner applied for relief at the Pension Office shortly afterwards, but her application was refused, on the ground that her husband did not die while "in the service." She then petitioned Congress for relief in February, 1862, but for some reason her memorial was not acted upon. She now asks again for relief.

The committee are of the opinion that the case is a meritorious one. They do not, however, recommend that the date of a pension to the petitioner should be fixed at the time of the death of her husband, as provided by the bill under consideration. They recommend, therefore, that the Senate pass the bill with the following amendment:

In the 8th line strike out all after the word "commencing," and in lieu thereof insert "on the first day of July, 1862, and continuing during her widowhood."

38TH CONGRESS, 1st Session. | SENATE. | REP. COM No. 96.

IN THE SENATE OF THE UNITED STATES.

JUNE 29, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 319.]

The Committee on Pensions, to whom was referred a bill (H. R. No. 319) for the relief of the legal representatives of Betsey Nash, beg leave to report:

Dr. Sylvester Nash, in the summer of 1814, volunteered as a private soldier under Major Eliphalet Hodges, of the New York militia, and marched to Sackett's Harbor, on the occasion of a call of militia for the defence of the northern frontier. Being a physician, he was called upon by the officers to take care of the sick, and he performed the duties of a surgeon, receiving only the pay of a private soldier. He subsequently received a warrant as surgeon, and performed these duties until about the 20th October, 1814, when he was attacked with dysentery, which continued upon him for the remainder of the time he was in the service and for six months after his discharge. Dr. Nash subsequently made appeals to the Pension Bureau and Congress for a pension, but failed to obtain relief, although a favorable report was made by the Committee on Invalid Pensions of the House of Representatives on the 9th of January, 1839, and his case appeared to be one of merit.

In the year 1847 Dr. Nash died, and his widow, Betsey Nash, subsequently applied to Congress for relief. On the 10th of June, 1854, a bill in her favor was reported to the House of Representatives by the Committee on Invalid Pensions as follows:

"*Be it enacted, etc.*, That the Secretary of the Interior be, and he is hereby, authorized and directed to place the name of Betsey Nash, of Stockbridge, in the county of Madison, State of New York, upon the list of half-pay pensioners, as the widow of Dr. Sylvester Nash, at the rate of twenty-two dollars per month for five years, to commence from the first day of January, 1854."

This bill did not pass. In the printed copy of it, as found with the papers in the case in the files of the House of Representatives, there appear two alterations in pencil. The one strikes out the words "for five years," and the other substitutes for the closing word "fifty-four" the words "thirty-one, and to continue for ten years."

It appears this amended bill passed the House on the 24th of July, 1854, but failed to receive the concurrence of the Senate. On the 16th of April, 1856, this amended bill again came before the House of Representatives, and subsequently became a law. It was approved on the 10th of March, 1857. It provides, it will be noticed, for granting to Betsey Nash a widow's pension from the first day of January, 1831, for ten years, during all of which period her

husband, Dr. Sylvester Nash, was still living, and was himself endeavoring to obtain a pension.

Betsey Nash died before any part of the pension granted by this act was paid, and the present petitioner, Mrs. Elizabeth Denton, daughter of Dr. Sylvester Nash, asks that the money thus granted be authorized by Congress to be paid to her. The bill under consideration orders such payment to be made.

After a thorough examination of the case, the committee are of the opinion that the petitioner is entitled to relief. They are compelled to believe, however, that the bill which was passed for the benefit of Betsey did not embody the wishes and opinions of the committee which first examined the case, and did not afford appropriate relief. The explanation already given of the change in the language of the bill appears conclusive that it was either through carelessness, ignorance of the facts, or some other possible agency, that the bill was passed in the form in which it stands upon the statute-book. They, however, consider the original form of the bill, which has been above quoted, as being both just, in accordance with the rule and custom of granting pensions, and as affording appropriate relief, inasmuch as during the time limited for the pension by this bill the said Betsey Nash was actually a widow.

They are, therefore, in favor of placing the name of the petitioner upon the pension roll at the rate of twenty-two dollars per month, to commence from the 1st day of January, 1854, and to continue until the date of the death of Betsey Nash, and they beg leave to report the accompanying bill, of which they recommend the passage in place of the bill passed by the House of Representatives.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 97.

IN THE SENATE OF THE UNITED STATES.

JUNE 29, 1864.—Ordered to be printed.

Mr. VAN WINKLE made the following

REPORT.

[To accompany bill S. No. 337.]

The Committee on Finance, to whom was referred the petition of the Adams Express Company for the passage of an act authorizing the issue to them of new treasury notes in the place of others alleged to have been destroyed while in their custody, respectfully report:

That from the proofs submitted to them it satisfactorily appears that several packages addressed to various parties at New Orleans, and containing in the aggregate twenty-two thousand and eighty dollars in legal tender treasury notes, were, by the said company, together with various other packages, placed in an iron safe, which was sealed and enclosed in an iron strapped wooden box and shipped at New York on board the steamer Bio Bio, consigned to the agent of the company at New Orleans. The steamer left New York on the 10th of March, 1863, stopped at Havana, where the said box and safe were removed from between decks to the lower hold, and arrived at the levee at New Orleans during the night of the twenty-first of the same month, and early on the next morning was discovered to be on fire. Every effort was made to extinguish it, but without success, until, in consequence of the burning of her hawsers, the steamer slid from the levee and sank beneath the surface of the water. Divers were speedily employed and the use of diving bells and other wrecking appliances resorted to, and continued for six or eight weeks, but without other result than the recovery of a few cases of merchandise and some of the machinery and equipments of the vessel. It seems that there is a strong eddy at the place where the steamer sunk, and that the wreck was soon buried in sand or alluvion, rendering the further efforts of the divers unavailing, and the recovery of the safe and contents apparently impossible.

From the facts stated, the treasury notes in question having now been under water more than fourteen months, the committee believe that the destruction of the said notes is complete, even if the safe and contents are not absolutely irrecoverable. They therefore recommend the passage of the accompanying bill.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 98.

IN THE SENATE OF THE UNITED STATES.

JUNE 29, 1864.—Ordered to be printed.

Mr. MORRILL made the following

REPORT.

[To accompany bill S. No. 338.]

The Committee on Claims, to whom were referred the memorial and papers in relation to the claim of Charles A. Pitcher, respectfully submit the following report and the accompanying bill for the relief of the memorialist:

The claim in this case is for damages for the use of several patent machines for making brooms in the penitentiary of the United States from the 1st of November, 1859, to the 20th of September, 1862.

The facts in the case are substantially set forth in the report of the inspectors of the penitentiary, which is indorsed by the Secretary of the Interior, and is as follows:

Report of Inspectors U. S. Penitentiary, D. C.

WASHINGTON, *February* 5, 1862.

GENTLEMEN: In obedience to a resolution passed at your last meeting, referring to me the letter of Charles A. Pitcher, I respectfully report that the following appears to be the facts in the case: On the 1st of November, 1857, letters patent were granted to Spencer Rowe, of Baltimore, Maryland, for an "improvement in machines for making brooms." On the fourth day of the same month he regularly assigned and transferred all his right and title in the patent to John Fox, and on the 2d day of April, 1861, Fox sold and transferred to Charles A. Pitcher all right and title to the patent under the assignment made by Rowe, together with any right or claim he (Fox) might have for any infringement for the said patent right. Both these assignments were duly recorded in the Patent Office, as required by law. They are in proper form and *prima facie* of legal force and effect. Notwithstanding the sale which Rowe had already made of his whole patent right, he entered into an agreement with Warden Thornley, on the 16th day of February, 1858, to set up and run his machines in the penitentiary, hiring of Thornley the necessary workmen from among the convicts, and agreeing to pay for their labor forty cents a day each. Rowe failed to fulfil his agreement, and, under the provisions of his contract, the apparatus was sold and bid in by the then warden, and has ever since been used in manufacturing brooms in the penitentiary. Some two or three new machines have also been added. Warden Thornley committed an evident error in failing to examine the records before he made any agreement with Rowe for the use of his patent in the penitentiary. If he had exercised proper precaution in this respect, no difficulty could have occurred, and no claim for an infringement could have arisen. Since the surrender of

Rowe's contract of February 16, 1858, the machines have been in use under successive wardens, and broom-making constitutes an important part of the labor of the convicts. I am not prepared to say what saving is effected by the use of Rowe's patent over the manufacture by hand or by free machinery, but, as the case now stands, it seems clear that the use of the machinery on hand is an infringement on the legal rights of Mr. Pitcher. No claim for damages, however, can be settled either by the warden or by the inspectors, for it was long since decided, and especially by Chief Justice Taney, when Attorney General of the United States, that no disbursing or accounting officer has any right to assess and pay damages, as by so doing appropriations of money might be diverted from their legitimate objects, and a door opened for collusion and fraud when an individual has been damnified by the action of the government or of its agents. Congress alone can redress the injury, and in this case Mr. Pitcher is unquestionably entitled to compensation to be determined and appropriated for by that body.

I am, very respectfully, yours,

J. M. BRODHEAD,
Committee of the Board of Inspectors.

The BOARD OF INSPECTORS
U. S. Penitentiary, Washington, D. C.

Adopted by the board of inspectors February 5, 1862.

C. HOSMER, *Clerk.*

DEPARTMENT OF THE INTERIOR,
May 19, 1862.

I concur in the statements of facts made by the inspectors of the penitentiary, and also in the opinion expressed by them, that Mr. Pitcher is entitled to compensation for the use of his patent in the penitentiary. The subject is respectfully referred to Congress for such action as may be deemed expedient.

CALEB B. SMITH, *Secretary.*

After a lengthy and careful examination of all the papers in this case, the committee concur with the opinion expressed by the board of inspectors and the Secretary, that the memorialist is entitled to compensation for the use of the invention.

The great difficulty has been to ascertain the proper amount of damages which should be allowed. The government, as appears from the testimony of the wardens, officers of the penitentiary, and others, has received a benefit from the use of this machine in the penitentiary, for the time mentioned, of over twenty thousand dollars over what it could have realized from manual labor and machinery not patented. Your committee are of opinion that justice would demand that the memorialist should receive at least one-fourth of this profit.

We are aware a much larger amount could be recovered by law against an individual for such infringement of a patent as the government has made in this case, but they think the government cannot be held to such liability under all the circumstances.

The committee recommend the passage of the bill herewith reported.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 99.

IN THE SENATE OF THE UNITED STATES.

JUNE 29, 1864.—Ordered to be printed.

JULY 4, 1864.—*Ordered*, That 3,000 additional copies be printed—2,500 copies for the use of the Senate, and 500 copies for the use of the Navy Department.

Mr. HALE, from the Select Committee on Naval Supplies, made the following

REPORT.

[To accompany bill S. No. 342.]

The Select Committee on Naval Supplies, having had the subject under consideration, ask leave to report:

That upon entering on the discharge of the duties assigned them, they notified the Secretary of the Navy of the nature of their duties and invited his co-operation with them in ferreting out frauds, if any existed in his department, and inviting him to be present at any of their meetings which he might desire to attend; and it affords the committee pleasure to be able to state that their communication was received by the Secretary in that spirit of frankness with which it was made, and that every facility in his power was extended to the committee by the Secretary to aid them in their investigations; and although they are fully aware that the honorable Secretary needs no indorsement at their hands, yet they feel that simple justice requires them to say that, in all their investigations, they discovered nothing to cast a suspicion even upon his uprightness as a man and his integrity as an officer. As public attention was first called to this subject directly by the publication of a series of papers concerning the purchase of naval supplies, with an analysis of certain navy contracts by a mercantile house in Boston, viz: Smith, Brothers & Co., and as the matter then presented was deemed of sufficient importance by the Secretary of the Navy to submit the same to certain heads of bureaus in the Navy Department, and they severally made answer thereto, the committee have decided to report the pamphlet before referred to, the answers of the chiefs of bureaus, and the rejoinder of Smith, Brothers & Co. thereto, together with the evidence taken in the case, leaving the Senate to form such conclusion therefrom as the facts and allegations therein shall justify.

The committee will now present to the Senate certain statements of facts which they think the evidence by them taken will justify. They have confined themselves in their examination to recent occurrences, thinking that the latest transactions will afford the best evidence of the present state of affairs, and show most clearly what are the evils for which remedies should be sought.

In the first place, then, your committee start with the announcement that the investigations which they have made satisfy them beyond a doubt that, in the

reafter; but, in the opinion of your commit-
ory.
nvincing than theory or speculation, how-
ll proceed to lay before the Senate the par-
g noticed that, will leave the Senate to draw
re inevitable from the premises.
ment, under the advertisement of the Bureau
with Joseph L. Savage, of New York, for a
engineers," at the following prices, viz:

pound.	$1,600	fair market value	40 cents per pound.	$800 00
.....	150	do	$30 00 each	90 00
.....	51	do	1 25 each	22 50
.....	18	do	75 each	9 00
.....	12	do	50 each	3 00
.....	12	do	75 each	4 50
.....	120	do	4 50 each	18 00
.....	1,740	do	133 20 each	799 20
.....	200	do	6 50 each	26 00
.....	60	do	1 38 each	16 56
.....	100	do	95 each	47 50
.....	12	do	75 each	4 50
.....	9	do	23 each	1 38
50 per doz.	600	do	15 00 per dozen	60 00
	4.687			1,902 14

played in a parallel column what, from the evidence,
a high market value of the articles thus purchased,
en that the government, under the operation of the
the Navy Department, since the modifications of the
ss, paid an advance of at least ONE HUNDRED AND FIFTY
ve the fair market price of the whole class, and on some
ey wrenches for example—exceeding ONE THOUSAND per

It could have been reached from an honest and faithful ad-
law your committee do not believe. There is fraud on the
y will proceed to state some of the circumstances which, in
worthy of consideration in tracing it to its proper source.
there were only three bidders—Henry D. Stover, Joseph L.
J. Collins; and although Savage's bid was thus enormously
Stover and Collins were each higher. All three of these bidders
siness in the city of New York. The place where the articles
livered was Kittery, in the State of Maine. It struck your com-
ingly strange that three business men in New York, without
conference among themselves, should have selected this place
cular class of articles to bid for, and each of them should have
hat ONE HUNDRED AND FIFTY per cent. above the market price was
sum with which they would be satisfied. And, again, it appeared
range that this bid, with such fabulous and enormous prices, should
accepted, and a contract in accordance therewith should have been
d. Your committee believe that there was a conspiracy between these
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By the law and practice as existing before the modifications made in pursuance of the legislation of the last session of the last Congress, "provisions and clothing, hemp, and other materials of every name and nature, for the use of the navy, and the transportation thereof, when time will admit, shall hereafter be furnished by contract with the lowest bidder, as follows: the Secretary of the Navy shall advertise once a week, for at least four weeks, in one or more of the principal papers published in the place where such articles are to be furnished, for sealed proposals for furnishing such articles, or the whole of any particular class of articles; specifying in such advertisement the amount, quantity, and description of each kind of articles to be furnished; and all such proposals shall be kept sealed until the day specified in such advertisement for opening the same, when they shall be opened by or under the direction of the officer making such advertisement, in the presence of at least two persons. And the person offering to furnish any class of such articles, and giving satisfactory security for the performance thereof, under a forfeiture not exceeding twice the contract price in case of failure, shall receive a contract for furnishing the same; and in case the lowest bidder shall fail to enter into such contract and give such security within a reasonable time, to be fixed in such advertisement, then the contract shall be given to the next lowest bidder, who shall enter into such contract and give such security."

This was substantially the law as passed March 3, 1843, with various modifications and amendments from time to time, leaving unaltered the main features thereof, so far as the form and mode of advertising were concerned, until the 3d of March, 1863, when some important alterations were made, which will be hereafter noticed.

Under this law, persons proposing to bid for any class of articles advertised for were referred to the several navy agents and chief of bureaus to ascertain what was the kind of article wanted, when the advertisement did not give that specific information. For instance, "hydraulic jacks" are advertised for without any further specification. Now, the person who would bid understandingly for that article was under the necessity of going to the yard where they were to be furnished, to ascertain what was the precise article which he was expected to supply under his bid.

The Navy Department, under the law existing prior to the legislation of the last Congress, claimed and exercised the right of exacting from a contractor the supply of a greater amount of the article called for, and did not consider itself bound by the quantity specified in the advertisement and contracted for. After all the modifications and alterations of this law, prior to the act of March 3, 1863, it still retained many objectionable provisions, some of which were removed by that act. The advertisement being for a class, and the whole class being accepted or rejected as a whole, and he being accounted the lowest bidder whose aggregate amount for the whole was the least, a bidder, by ascertaining what particular item would be required only in small quantities, and what articles would be wanted in the greatest quantity, was enabled, by putting the former at a very low figure, much below the real value or market price, to put a very high figure on those articles of which a large quantity would probably be required, and thus secure the contract by this mode of bidding, to the exclusion of one who bid a fair and honest price for each article, although the latter would, in fact, be most advantageous to the government.

An explanation has been attempted in the case of some of the extraordinary

contracts which will be noticed hereafter; but, in the opinion of your committee, the explanation is not satisfactory.

As plain facts are much more convincing than theory or speculation, however ingenious, your committee will proceed to lay before the Senate the particulars of one contract, and, having noticed that, will leave the Senate to draw such conclusions as they believe are inevitable from the premises.

April 7, 1863, the Navy Department, under the advertisement of the Bureau of Steam Engineering, contracted with Joseph L. Savage, of New York, for a "class of miscellaneous tools for engineers," at the following prices, viz:

2,000 lbs. of cotton-wiping waste, 80 cts. per pound.	$1,600	fair market value	40 cents per pound.	$800 00
3 anvils, about 200 pounds, $50 each	150	do	$30 00 each	90 00
18 chopping axes, handled, $3 each	51	do	1 25 each	22 50
12 small axes, $1 50 each	18	do	75 each	9 00
6 calipers, $2 each	12	do	50 each	3 00
6 dividers, $2 each	12	do	75 each	4 50
4 grindstones, 150 pounds, $30 each	120	do	4 50 each	18 00
6 hydraulic jacks, $290 each	1,740	do	133 20 each	799 20
4 scale beams, $50 each	200	do	6 50 each	26 00
12 sieves, $5 each	60	do	1 38 each	16 56
50 scoop shovels, $2 each	100	do	95 each	47 50
6 steel squares, $2 each	12	do	75 each	4 50
6 iron squares, $1 50 each	9	do	23 each	1 38
4 doz. Coe's monkey wrenches, ass'd, $150 per doz.	600	do	15 00 per dozen	60 00
	4.687			1,902 14

Your committee have placed in a parallel column what, from the evidence, they believe to have been a high market value of the articles thus purchased, from which it will be seen that the government, under the operation of the law as administered by the Navy Department, since the modifications of the law by the last Congress, paid an advance of at least ONE HUNDRED AND FIFTY per cent. over and above the fair market price of the whole class, and on some of the articles—*monkey wrenches* for example—exceeding ONE THOUSAND per cent.

That such a result could have been reached from an honest and faithful administration of the law your committee do not believe. There is fraud on the face of it, and they will proceed to state some of the circumstances which, in their opinion, are worthy of consideration in tracing it to its proper source.

For this class there were only three bidders—Henry D. Stover, Joseph L. Savage, and H. J. Collins; and although Savage's bid was thus enormously high, those of Stover and Collins were each higher. All three of these bidders were doing business in the city of New York. The place where the articles were to be delivered was Kittery, in the State of Maine. It struck your committee as exceedingly strange that three business men in New York, without consultation or conference among themselves, should have selected this place and this particular class of articles to bid for, and each of them should have concluded that ONE HUNDRED AND FIFTY per cent. above the market price was the lowest sum with which they would be satisfied. And, again, it appeared equally strange that this bid, with such fabulous and enormous prices, should have been accepted, and a contract in accordance therewith should have been executed. Your committee believe that there was a conspiracy between these three bidders to defraud the government in this particular contract, and that it was carried into successful operation; and they would be glad to believe, if they could, that this fraud was thus successful without co-operation with some one in the department; but all the circumstances of this case lead the committee to a contrary conclusion. In the first place, it is the custom of these bureaus, as your committee are informed and believe, to indorse on the envelope the class and place of delivery bid for. Thus if no bid is received for any one class at a particular yard, it is in the power of those in the department to announce that fact to any friends they may wish to serve that such is the fact, and bids, at the last moment, may be put in at any price which the bidder is

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impudent enough to demand. It may here be asked, Where the necessity, if such be the case, of putting in more than one bid? An answer to this inquiry is found in a statement made by Mr. Neally, late chief clerk of the Bureau of Steam Engineering, in which he says a bid is never rejected on account of too high price, when there is more than one bidder. Whatever may have been the purpose of establishing such a rule, there can be no doubt as to its direct and natural effect, which is to invite and encourage conspiracies to defraud the government. For while a single dishonest bidder may feel that if he bids alone, at an extravagant price, he is liable to be defeated in his purpose, by this arrangement he is assured that, if he associates others with him in his fraudulent attempt, he multiplies his chances of successful villany.

This contract, as will be seen, was made on the 7th of April, 1863, and the amendment of the law, in regard to these bids, was only made on the 3d of March preceding; and assuming, as every one must, in the opinion of the committee, that this bid was fraudulent in its inception, it would hardly have suggested itself to any one not informed of the fact, that while a bid might be rejected because the price was too high when there was only a single bidder, such enormous bids as this, with prices one hundred and fifty per cent. above the market value, would be received, considered, and a contract made, provided the number of bidders exceeded one. Your committee can see no rational explanation of this extraordinary contract except this, viz: Savage, Stover, and Collins entered into a corrupt conspiracy to defraud the government, and were aided in this purpose by knowledge improperly obtained that there were no bidders for this class when their bids were put in, and that they further obtained knowledge in the same way that, no matter how high or enormous their prices, provided two or more entered into the arrangement, the lowest bid would be accepted. Mr. J. L. Savage, the contractor in this case, was before the committee; stated he was residing at Brooklyn, was a native of Washington, resided in Washington up to 1860, and still had a place of business in Washington; that he was not in company with C. W. Scofield, had no business connexion with him, but he had an office in his store, and a desk in the same room with him; that he knew nothing about Scofield's bids, had no consultation with him, and at the same time testifies that he had not interfered with classes which he bid for, and he had not bid for them. It does not occur to your committee how Savage should have refrained from bidding in competition with Scofield if, as he testified, he had no connexion or consultation with him, and that he and Collins and Scofield did not know of each other's bids. Collins, the other bidder, had a power of attorney to collect the payment for this contract of Savage; but it should be added that Mr. Savage testifies that he sold the contract to Collins.

The attention of the committee was also called to a bid in the Bureau of Yards and Docks, which is of so extraordinary a character that it seems to demand a passing notice. This is for class seven, ship-chandlery, at the New York navy yard. It was awarded to a Mr. Bingham, at $17,778 23. C. W. Scofield was a bidder at $18,053 90. The original footing of Scofield's bid was $12,053 90; an error of $1,000 was discovered in the bureau after the bid was handed in, so that it should have footed $13,053 90, after the correction of this error. Without the correction of this error, this bid would have been five thousand seven hundred and twenty-four dollars and thirty-three cents below the next bid, Mr. Bingham's. Such being the state of these two bids as they were originally made, Mr. Scofield's bid is raised by the sum of five thousand dollars in one single article, and your committee do not find there was any other alteration made. This alteration of Scofield's bid, by which the aggregate was so largely increased, was effected by putting a unit to the left of the figures 65, which was the sum bid for hickory buts each, and there being five thousand of them wanted, the addition of a dollar apiece for them would make the amount

of five thousand dollars, and Scofield's bid would still have been the lowest, and he would have got the contract after this amount was thus added, had not an error been discovered in his original computation, which being subsequently corrected, and the five thousand dollars being added, made his bid higher than Mr. Bingham's, and he thus failed of realizing anything by this fraud.

This transaction appeared so remarkable, that after Admiral Smith had testified, his particular attention was called to this case, and the testimony of Mr. Bronaugh, his chief clerk, submitted to him for examination, and he sent to the committee the following answer, viz:

"NAVY DEPARTMENT,
"*Bureau of Yards and Docks, April* 2, 1864.

"SIR: I have examined the testimony of Mr. Bronaugh, and the original bids for class T—ship-chandlery for ordnance department at the New York navy yard. It is evident to me that the original price charged in Scofield's bid for the hickory buts was sixty-five cents, and the aggregate was carried out accordingly; that the figure 1 in the column of dollars was added subsequently, but the aggregate was not altered. It is also evident to me that the alteration in price, the aggregate of the class as written in words, and Scofield's signature, were all written by the same *hand* and with the same *ink*, and I am perfectly satisfied that this was all done before the bid came to this office.

"It is also evident to me that the alteration in the price and the error in the footing were intended to deceive the bureau, and thereby obtain the contract at the prices stated, and that this attempt at deception was frustrated by the vigilance of the clerks who examined the schedule of offers. It is further clear to me that the clerks who examined the bids could have made no change with a view to give the contract to Scofield, because, if such had been the intention, alterations would have been made to accomplish the object; whereas, by the discovery of the errors, Scofield failed to obtain the contract.

"In the examination of bids it is often found that original prices have been altered by the bidders themselves before sealing and handing in their bids; and this may be done without any intention on their part to deceive. The bureau advertises four weeks, and the bidder may prepare his offer on the first appearance of the advertisement and retain it in his possession until a few days before the expiration of the time. It would be very natural for him in such case to revise his bid before sending it in, for, in these times particularly, a few days may make an important change in the price of many articles, and the bidder certainly has the right to make any corrections or alterations in his offers before sealing and delivering them to the bureau, though it would be better that they should be copied over in a fair hand before being sealed and delivered.

"It is impossible to prepare schedules at the navy yards to supply all of the articles which may be required for a year in advance. The bureau has made every effort to have the schedules made as full as practicable, and to leave as little to be supplied in open purchase as possible; but wants daily arise which cannot be foreseen, and such must be supplied in open purchase.

"For materials, the quantities of which can be accurately ascertained, such as building materials, fuel, &c., special contracts for specified quantities should be made; but my opinion is, from long experience, that the best way to procure the thousands of miscellaneous articles required at the navy yards will be to purchase them in open market at the lowest market price as they shall be wanted for use.

"I return the evidence of Mr. Bronaugh, handed to me to examine.

"I am, sir, very respectfully, your obedient servant,

"JOSEPH SMITH,
"Chief of Bureau.

"Hon. JOHN P. HALE,
"*United States Senate, Washington*, D. C."

In this letter the chief of the bureau candidly admits that these alterations were fraudulently made with an intention to deceive, but he is perfectly satisfied that this was done before the bid came to his office; but he does not say that he is perfectly satisfied that this alteration was made before Scofield, by some means, obtained knowledge of what was the aggregate of the next highest bid. It was an enormous alteration in the price of a single article, an advance of more than one hundred and fifty per cent., and increased the aggregate of the whole bid nearly fifty per cent., and still kept a little below the next bid, supposing his first footing to have been honestly made, and the error which was discovered in the bureau to have been inadvertently made. Notwithstanding the confidence which the chief so frankly avows in his clerks, your committee are by no means sure that this increase was not made with a knowledge improperly obtained of what was the footing of the next highest bid.

Your committee will not pursue this examination further, but leave to the Senate to form their own conclusion from the evidence and the statement of the chief of the bureau.

In regard to the contract of Savage, before referred to, to be executed at the Kittery navy yard, your committee would remark that although it is certainly true that by law the Secretary is compelled to accept the lowest bidder, yet it is equally true both in law, in equity, in common sense, and by the universal consent of all civilized nations, that *fraud vitiates every contract and transaction tainted* with it. And it is further true that, by the law of March 3, 1863, no bids having nominal or fictitious prices shall be considered. The authority thus conferred on the department to reject bids for fictitious prices was exercised in various instances, (see report of Secretary of Navy, December 7, 1863, pages 868 and 869;) and one case is found in which it is said, "No contract was made; prices too high."

This bid, which was rejected under advertisement of February 13, 1863, was class 33 for hardware for Brooklyn yard, and was at least one hundred per cent. above the market price.

This bid came to the bureau, as is alleged, with an aggregate footing of the prices of $15,797, the correct footing of which was $22,585 40.

This was the bid of Joseph L. Savage, and he was the only bidder for this class at the Brooklyn yard at this letting. As this bid is one characteristic of a large class, your committee propose to call attention to some things about it which to them, to say the least, appear exceedingly strange and unaccountable by any theory consistent with the integrity of those acting for the government in this matter.

The aggregate of this bid, as originally made out and written down at length, was six thousand seven hundred and twenty-five dollars and forty cents, ($6,725 40.) That was the state of that bid when it was completed, and by subsequent alterations and erasures and additions it was increased to twenty-two thousand five hundred and eighty-five dollars and forty cents, ($22,585 40,) thus, by this means, increasing the aggregate of the bid more than two hundred per cent. The chief clerk of the bureau, who appeared before the committee and was examined by them, swears that the bid as it now is is just as it was when it was opened. This evidence should be weighed and considered along with the other evidence in the case in determining how the fact is. In the first place, the clerk does not appear to have, nor does he mean that he has, any particular recollection of the precise facts of this identical bid, but swears from a general belief that such was or should have been the fact in all cases. Against this statement there is presented this question, arising on the face of the paper, viz: Does it appear credible or even possible that the honest correction of mistakes or erroneous estimates of prices by a merchant in a bid deliberately made should carry prices from six thousand seven hundred and twenty-five dollars and forty

cents to twenty-two thousand five hundred and eighty-five dollars and forty cents—more than two hundred per cent.?

This question appears the more significant when we look at the mode by which this result has been reached.

In one article of brass screws, of which there were to be purchased one thousand gross, originally bid for at three dollars a gross, and carried out correctly three thousand dollars, the three was subsequently altered to nine, making the amount nine thousand dollars, instead of three thousand, as it originally was, and by this single operation raising the price six thousand dollars!

Another item of seventy-five yards iron jack-chain, originally bid for at 41 cents, and carried out correctly $30 75, has a figure 1 inserted before 41, thus making the bid 141 instead of 41, and making another item by which the bid is increased seventy-five dollars. It appears strange to your committee that the honest correction of a mistake should require the addition of a dollar to a bid which must be supposed to have been understandingly made at 41 cents originally.

Another correction of this kind is found of fifty dozen escutcheons, thread brass, assorted, originally bid for at thirty (30) cents, subsequently changed to one dollar and thirty cents, ($1 30,) the original carrying out of the price being $15, which is correct, and the addition of one dollar making an increase of the price to the amount of fifty dollars, and the aggregate sixty-five dollars instead of fifteen. These alterations appear to have been made with different ink from that originally used in making the bid.

Another correction of a similar character is where 100 pairs brass butt hinges, originally bid for at 75 cents a pair, and a figure 1 subsequently inserted before the 75, making the bid $1 75 a pair, instead of seventy-five cents a pair, as originally bid.

Another instance of the similar correction of a mistake in this extraordinary bid is where four hundred pairs of brass butt hinges, originally bid for at 30 cents a pair, and carried out in the aggregate correctly at $120, has by the same process had a figure 1 inserted before the 30, making the bid $1 30 a pair, instead of 30 cents, as it originally was, and the aggregate $520; making a difference against the government in this article alone of $400.

Your committee forbear to pursue this particular branch of inquiry in regard to this bid any further, satisfied that from the cases referred to enough is shown to enable any one disposed to pursue the inquiry honestly, and to give to established and unquestionable facts their just consideration, to come to a fair solution of any question which the facts raise.

In the first place, were these alterations, thus exhibited, honestly made, and the fair correction of errors in prices at first inadvertently made, and upon subsequent reflection honestly corrected? To that question, in the minds of your committee, there is and can be but one answer, and that a decided negative.

In all our inquiries about this bid, let it not for a moment be forgotten that Mr. Savage was the only bidder. Nor, in the opinion of your committee, can there be any reasonable doubt that, by some means to the committee unknown, Mr. Savage became aware of this fact before these alterations were made; and having this knowledge—knowing that there was no competition to contend with—his bid, originally $6,725 40, is suddenly increased to $22,585 40; and that this immense increase might not appear too startling, a false computation is put down at the sum of $15,860 40. Your committee can see no solution of this phenomenon consistent with the integrity of Mr. Savage, and of the bureau. But as dishonest avarice not infrequently overreaches itself, and in its endeavor to grasp too much loses the gains it might have made, the additions here made were so gross and extravagant that the whole bid was rejected because the bids were too high.

One *of the most* remarkable cases of alteration of bids is in the Bureau of

Construction—class 41, glass, New York—Jos. L. Savage being the only bidder. This contract was computed and footed as being for the amount of $1,278 65; the correct computation is $1,478 65. It was originally completed with the aggregate computed at $537 90, and so written out at length and so given in figures. By additions and alterations this sum is increased to $1,478 65 before the contract is entered into. This error in the computation was noticed in the pamphlet of Smith, Brothers & Co., before alluded to, and the attention of the chief of the bureau making the contract was called to the subject; and he thus disposes of it in his answer, viz:

"*Class* 41, *glass, New York, Mr. Savage, contractor.*—There was but one bid for this class, and in making the computation, (the results being placed in an independent column,) an error was discovered. In copying for the printer, the clerk inadvertently took the contractor's extensions. There is no error in the contract, and no loss to the government can arise."

It is rather unfortunate for this explanation of the chief that no such computation as that published, viz., $1,278 65, was made by the contractor in any stage of its alterations from $537 90 till it finally reached $1,478 65, and the chief clerk of the bureau, on his examination before the committee, admitted he could give no explanation how that result was arrived at; neither could the committee.

Starting with the fact that this bid was originally $537 90, we propose to show some of the means by which it was increased to $1,478 65. In the first place, fifty dozen hexagon deck-lights were originally bid for, at $7 50 per dozen, and the aggregate was correctly carried out, $375. Then a unit was inserted before the $7 50, making $17 50 per dozen, and the aggregate is made to correspond thereto by raising it to $875; and thus five hundred dollars of the increase is accounted for. Again: twenty-four lenses, originally bid for at ten dollars apiece, were raised to twenty dollars each, and we thus have two hundred and forty dollars more of the increase accounted for; and add to this an error of seventy-five cents, which the chief clerk swears was corrected in the bureau, and you have precisely the sum of $1,278 65, the amount published in the Secretary's report, which, in the opinion of your committee, was the true state of the bid at the time it was sent to the printer. How the amount was subsequently raised to $1,478 65 your committee are unable to say.

OIL CONTRACTS.

One of the most remarkable features of these very remarkable transactions is the contracts for sperm oil, under the advertisement of February 13, 1863, at the several navy yards, all made with H. D. Stover, of New York. At the Kittery navy yard there was no contract; at Charlestown the price was $1 65 per gallon. Burnet Forbes was the next lowest bidder, at $1 70 per gallon. At New York the contract was awarded to Stover, at $1 68 per gallon; the next lowest bidder was Burnet Forbes, at $1 70. At Philadelphia it was awarded to Stover, at $2 35. The next lowest bidder was Scofield, at $2 40 per gallon.

At Washington the contract was awarded to Stover, at $2 44 per gallon; the next lowest bidder was W. A. Wheeler, at $2 46. Thus Mr. Stover took the contract for sperm oil at all the navy yards at this letting, at prices ranging from $1 65 per gallon to $2 44 per gallon; and in no case does the price of oil as awarded in the contract with Stover fall more than five cents below the next bidder, and in two of the cases but two cents below, although the prices range from $1 65 to $2 44 per gallon; and what renders this coincidence the more remarkable is, that while several alterations in the prices are made, the one most significant is in the price of sperm oil delivered at New York, the price of which was originally put in at $1 40 per gallon, and subsequently altered to $1 68 per gallon, just two cents below the next bidder. Now, the committee

with confidence suggest that it is hardly to be believed that it falls within the range of human sagacity for any man to be able so to gauge his bids for articles to be delivered at different places, differing so widely in amount as these do, as to fall in two instances two cents, and in two others five cents, below the next bidder; and credulity on this subject is still further taxed when it is known that one of these bids, originally $1 40, has been raised to $1 68, still keeping the bid the lowest by two cents.

It is worthy of remark that this alteration of the bid in this price of oil, from one dollar and forty cents a gallon to one dollar and sixty-eight cents a gallon, is very adroitly made by a careful erasure of 40 and 68 written over the place, evidently intended to mislead the observer, and done to induce the belief that $1 68 was the original bid; and the same, substantially, is true of very many of the other alterations before mentioned, though some of them appear to have been openly and boldly made. It is difficult to perceive why, if these alterations were honestly made, in good faith, when the bidder had a clear right to make them, there should have been such a manifest intention to mislead or deceive.

After these bids had been published with the annual report of the Secretary of the Navy, December, 1863, at the commencement of the present session of Congress, and the pamphlet of Mr. Smith, of the firm of Smith, Brothers & Co., of Boston, in which there had been an analysis of the bids attempted, and the correctness and fairness of some of these contracts had been arraigned, had been submitted to the several heads of bureaus implicated, they severally made their answers thereto; and in regard to the character of the bids, Mr. John Lenthall, chief of the Bureau of Construction, says:

"The bids have been examined as well as the schedule made at the opening, and, to the best of my judgment, there have been no alterations made further than in some cases to change the incorrect amounts from the rectifications made on the margins of the bids; and I do not believe they have been in any way tampered with."

B. F. Isherwood, chief of the Bureau of Steam Engineering, in his answer, says:

"An examination of the original bids and of the schedules of them, made at their opening, does not show that any alterations have been made, except correction of errors of computations discovered in them either by erasure or otherwise; nor have I been able to ascertain that either the bids or schedules have been in any way tampered with."

Mr. Smith, chief of the Bureau of Docks and Yards, makes no general declaration of the kind made by Mr. Lenthall and Mr. Isherwood, but confines himself, while speaking of an erroneous computation discovered by Mr. Smith and brought to public notice in his pamphlet, to the assertion that he "is confident that no collusion or erroneous exhibit was intended by the clerks. I have the utmost confidence in the honesty and fidelity of those gentlemen."

In reply to this opinion of Mr. Lenthall, that there had been no tampering with the bids, it may be remarked that Mr. Farwell, the chief clerk of Mr. Lenthall's bureau, at his examination before the committee in reference to a number of Scofield's bids, and of Lockwood & Collins's, which appeared to the committee on examination to contain so many alterations and erasures in the writing and in the figures as not to be worthy of credit, in that immediate connexion testified as follows, viz: "I desire to state, in this connexion, that I recommended, at the time these bids were opened, that they should be rejected as being defaced, and as being uncertain, it being doubtful what the figures meant; but these bids were all referred to the department, and such of them as were awarded were ordered to be awarded by the department. Collins's bids are of the same general nature all the way through." Your committee are inclined *to agree in opinion* with the clerk rather than the chief, and so far as

the appearance of those bids is considered, if they do not exhibit unmistakable evidence of fraudulent tampering, it is difficult to conceive what evidence would establish that fact. Indeed, it may be said generally of these bids exhibited to the committee by this witness that a worse exhibition of papers, for which any credit was claimed, never was made to any tribunal.

The same remarks apply with equal force to the bids exhibited to the committee from the Bureau of Steam Engineering.

Whatever others may think of these transactions, your committee cannot refrain from the expression of the opinion that the examination which they have been able to give to this subject has satisfied them that in the matter of the biddings for sperm oil before referred to, Stover was enabled to put his bids in a trifle below the next bidder in every case by knowledge improperly obtained from some one in the bureau, or else the prices were altered after they were received at the bureau. Your committee see no escape from one or the other of these conclusions.

The same is true, in their opinion, of other bids in the Bureau of Steam Engineering, where the prices have been raised in the manner before stated, and is also true of the Bureau of Construction and Repair, and also of the Bureau of Yards and Docks. This opinion of the committee is arrived at from facts patent on the face of the papers. It is true that the chiefs of the bureaus above named have all been before the committee, as have their chief clerks, and they have all testified that the bids as they were exhibited to the committee were in the same condition in which they were received at the several bureaus; but your committee are compelled to the conclusion that the facts apparent on the face of the papers, and which cannot lie, irresistibly lead to inferences which the direct testimony of these witnesses entirely fails to satisfy them are erroneous or unfounded. Your committee cannot see how such facts as they have called attention to could have occurred without such knowledge improperly obtained, though they have no evidence which enables them to say who the guilty individuals are, nor are they prepared to say whether this knowledge thus improperly came to these bidders through criminal carelessness on the part of some of those in the bureau, or direct complicity with them.

When it is remembered that most, if not all, the testimony in this examination comes directly from those who are implicated or connected with the fraud against the government, if any fraud has been committed, it will be readily admitted that it is no easy task to detect and expose it; but near the close of the examination some direct evidence was obtained from Mr. Ira Murdock, formerly chief clerk of the Bureau of Steam Engineering, which, if it may be relied upon, certainly goes far towards explaining at least one of the modes by which such knowledge may have been obtained. He testifies that at the opening of the bids in the Bureau of Steam Engineering in the spring of 1863, on the day for opening them, they were opened and entered on the schedule in presence of various parties who were present and freely examined them all. Mr. H. D. Stover was not present at this opening, but a Mr. Ainsworth Brown, his agent, who acted for him, was. No bids from Stover were presented or opened on that day, but the next morning this same Mr. Brown, who was present at the opening of the day previous, and of course knew what each and all of the bids were, appeared at the office of the chief of the Bureau of Steam Engineering with a number of bids in the name of Mr. Stover, which were accepted, and were successful.

This statement, uncontradicted, would explain very readily how Mr. Stover should be able so to bid as to be sure of securing any contracts he might decide to take, because by not putting in his bids till after everybody else had bid, and his agent had had opportunity to examine all the bids which were in, it is manifest he might underbid any one he chose, and when there was no bidder, he might bid as high as he thought it safe to go.

This evidence was given on the first of this present month of June. On the next morning Mr. Murdock, the witness, in company with Mr. Isherwood, chief of the bureau, and Mr. Farwell, chief clerk of the Bureau of Construction, &c., appeared in company before the committee and testified in substance as follows:

A. B. Farwell testified that all the advertisements for these bids were issued from the Bureau of Construction; that Ainsworth Brown brought all of Stover's there at that opening, the morning of the opening, and before the opening commenced they were filed with Mr. Lenthall; that on examination it appeared there were bids of Stover that belonged to Isherwood's bureau; these bids were not opened till the second day, and when Mr. Lenthall discovered the mistake he ordered me to take them into Mr. Isherwood's bureau. I did so, and offered them to Mr. Neally, the chief clerk of the bureau; he declined to take them, saying they had closed their opening; he said I might hand them to Mr. Isherwood, who was present. I handed them to him and immediately went out. I think Brown came in as I went out; he said he was going to see that his bids were properly sealed. Murdock was present. As I was going out Brown wanted me to say to Mr. Isherwood they had been torn from our bids as they were; I told him I had already told that to Mr. Isherwood. Isherwood told Mr. Neally to seal them, and they would afterwards settle whether they ought to be received or not. I carried in these bids; they never were in Brown's hands till they had been in Isherwood's.

Mr. Ira Murdock agreed with Mr. Farwell's statement, and corrected his statement of the day previous, by saying that of the four classes bid for by Stover, before alluded to, two were awarded to him; on one he was unsuccessful, and one was rejected, because he was the only bidder, and prices were too high.

B. F. Isherwood was indistinct in his recollection, but, as far as he testified, confirmed the statement of Farwell; but in answer to a question, "If he remembered that there was some question, or some discussion, with any person as to whether a certain bid should be, or should not be, received by him, between Mr. Neally and himself or some other person," answers: "I do not recollect now whether any such discussion took place or not, but the simple fact would have been to ascertain whether that bid had been sent in due course of mail with other bids to the other bureau by mistake, and if it had been there would be no question as to the propriety of receiving it; it would have been a mere mistake in its address, which was very easy to be made in view of the circumstance of the division of the bureau."

In endeavoring to ascertain where the truth lies between these contradictory statements, it is well to remark that Mr. Brown was present that day as Mr. Stover's agent, to look after his interests, and it is strange that when he saw that no bids of Mr. Stover's were opened or entered on the proper day for opening, and when all the other bids were opened, he did not at once proclaim that there was some mistake; that he had put in bids for Mr. Stover, and there did not appear to be any there. Why did he not at once take measures to ascertain how the mistake had occurred, and endeavor to have it rectified? But he did no such thing. Neither on the first day of the opening nor on the second either, according to the explanatory evidence given by Farwell, Isherwood, and Murdock himself on the 2d of June, did Mr. Brown take any measures himself to have the mistake rectified; but what was done with that view was done by Mr. Farwell. Having stated the evidence fairly, the committee will express no opinion, believing that the Senate will have no difficulty in coming to a satisfactory conclusion.

As the committee report all the testimony they have taken, they do not deem it necessary to extend this report. They recommend to those who would be *informed on this matter to* examine that testimony; nor do they at this time

propose any additional legislation, except a proviso by way of amendment to the second section of the joint resolution "authorizing the Secretary of the Navy to adjust the equitable claims of contractors for naval supplies, and regulating contracts with the Navy Department," approved March 3, 1863.

The abuses which have been practiced, and the frauds which have been perpetrated, have not been for want of law, but from neglect and violation of law; and unless those intrusted with the execution of the law are faithful and vigilant, the wisdom of the wisest is incompetent to the framing of laws to protect the public from the lawless rapacity of the dishonest.

PURCHASES BY BUREAUS.

An examination of the evidence has satisfied your committee that the government has suffered as much by purchases made directly by the chiefs of bureaus as in any other way. This fact is illustrated by the case of the purchase of a crank for the steamer Cambridge, an account of which may be found in the correspondence of Admiral Smith with the navy agent at Charlestown, where nearly or quite twice as much was demanded by Lazelle, Perkins & Co., for the article furnished, as it could have been procured for by the navy agent in the regular course of business as regulated by law.

At a time like the present, when taxes are so high, and the burden of the war falls so heavily on the people, they have a right to expect and demand from those intrusted with the disbursement of the public money fidelity, vigilance, and economy.

In conclusion, your committee submit the following as the result of the examination they have made:

1. In the matter of contracts for naval supplies last year, the government has been grossly defrauded.
2. These frauds could not have been perpetrated without aid from those in the employment of government in the bureaus.
3. These remarks apply to the Bureau of Steam Engineering, the Bureau of Construction, &c., and the Bureau of Yards and Docks.

VIEWS SUBMITTED BY MR. BUCKALEW.

The undersigned concurs with the chairman of the committee in most of the views contained in the foregoing report, but finds it necessary to submit some observations in order to embody more fully and accurately his conclusions upon the main points involved in the investigation.

1. Prior to the passage of the joint resolution of Congress of March 3, 1863, regulating contracts with the Navy Department, biddings for contracts had become very objectionable in character by reason of the usage of class biddings and allotments upon the summing up of aggregates of prices contained in them.

That resolution, therefore, declared that "no bids having nominal or fictitious prices should be considered." This was a very proper provision, but under the construction it has received it has not prevented abuse and imposition upon the government. Biddings at nominal prices have been checked or prevented, but the term "fictitious" has not been held to embrace biddings at very excessive prices, as shown in the contracts exhibited in the foregoing report. It is true that bids have been rejected for high prices, but not in cases where there were more bids than one for the same class. The usage of the department seems to have been, where there were two or more bids for the same class, to award the contract to the bidder whose aggregate of prices was lowest, without regard to the real value or market price of the articles contained in his bid. The under-

signed does not perceive the grounds for such construction of the law of 1863, and it was doubtless in accordance with the prior practice of the department and without reference to that enactment. But it is manifest that, upon such a rule of allotment, it is possible for bidders to combine together in making bids to secure, in some cases, most exorbitant prices; and this was, in fact, the result in the particular cases mentioned in the report, and in a less degree in others.

The undersigned conceives that the department would have been justified in holding that prices in bids fifty, one hundred, and two hundred per cent. above market rates of value were fictitious and unreal, as representing no actual rates in commercial markets, and to have rejected them without reference to the number of bids given for a particular class.

But if a just construction of law obliged the department to allot contracts in all cases to the lowest bidder where more than one bid was made for a class, it is most evident that an official request should have been made at the earliest moment by the department to Congress for an amendment of the law authorizing more fully the rejection of extortionate bids; and it will now be proper for Congress, upon the information elicited by this investigation, to enact that bids at extortionate rates shall in all cases be rejected. This proposition is too plain to require anything further than its mere statement.

In carrying out such a provision, and applying it perfectly in practice, it will only be necessary for the department to obtain reports from its navy agents of the market rates of articles covered by its advertisements at the several commercial cities where supplies are desired. Nothing but gross neglect and indifference to the public interests would cause the department to be largely imposed upon in any particular case. And where bids, at fair rates, are not forthcoming for articles wanted, recourse may be had to open markets through the regular officers of the department stationed at the places where the purchases are to be made. The bill now reported by the committee ought to secure the government against gross imposition hereafter, if it be enacted by Congress, and be honestly and faithfully executed. At all events, it will prevent all excuse for the allotment of such contracts as those exposed in the report.

2. The undersigned concurs in the conclusion drawn in the report from the evidence, that in particular cases of contracts for naval supplies the successful bidders had information from the department with regard to the biddings, or assistance therein in arranging their bids to secure success. No other explanation of several of these contracts can be reasonably given. Reliance upon this point is not placed merely upon the fact that the bids upon their face were altered at some time prior to the allotment, but mainly upon the particular character of those alterations with reference to the other bids, and also when other bids were not made. It is reasonably certain that the bids in question must have been altered after they were opened, or made or altered prior to the time of allotment, upon information improperly received. The suggestion that information might have been received by the successful bidders outside of the department is insufficient and unsatisfactory. Competing bidders would not have communicated the contents of their bids upon inquiry, nor could the successful bidder have known who the competitors were, the bidding being open to the whole world, and the public mails the instrument for conveying them. But it would seem a hard measure of justice to cast a general imputation upon the officers of the department which, in its application to most of them, would be quite unwarranted by the real truth of the case. Men who have faithfully served the government and maintained perfect integrity might have complained if the investigation had stopped with the exhibition of the papers before the committee.

The committee, therefore, examined a number of persons, heads and subordinate officers of the several bureaus, and took their testimony upon the question of their *connexion with*, and their proceedings upon, the reception of bids and

allotment of contracts, and their testimony is submitted to accompany the other evidence in the case for the consideration of the Senate as matter of vindication of the particular gentlemen examined from imputations of corrupt conduct. As far as time and opportunity permitted, the committee endeavored to make their investigation thorough and just, and they will hope, as the practical and proper result of their labors, that the action of the department will be reformed hereafter, and no necessity arise for future investigations therein.

3. This inquiry into this subject of naval contracts mainly arose upon an exposition of them by Franklin W. Smith, a merchant of Boston, and the evidence and papers herewith reported will show the thoroughness and ability with which his examination was made, and the particular replies on the different points given thereto on behalf of the department. The recriminations against him appear in the replies and in the testimony taken before the committee. There can be no question of his intelligence and capacity, nor would it be unreasonable to assert that the public are indebted to him for much of valuable information upon the subjects covered by this investigation. Since his examination before the committee, he has been arrested at Boston, it is believed at the instance of the Navy Department, upon some accusation or allegation of overcharge or imposition in furnishing naval supplies. It is to be hoped, for the credit of the government, that this arrest, following close upon his examination before the committee, will be fully justified upon due investigation and fair trial, and that the proceeding will be relieved from all appearance of persecution or vengeance.

C. R. BUCKALEW.

VIEWS SUBMITTED BY MR. DOOLITTLE.

From the evidence before the committee, it appears that, while in some instances the cupidity of contractors under the operations of the contract system has overreached the government and imposed upon it exorbitant prices, yet upon the whole aggregate of expenditure by the department the per-centage above fair market rates is not very large—not more than equal to the rise in prices from time to time consequent upon the depreciation of currency during the period between the making and the execution of the contract. And in those instances the committee have been unable to obtain any testimony designating any person employed in any capacity in the Navy Department as guilty of any fraud, complicity, or breach of official duty by which such contracts have been imposed upon the department.

Upon the other hand, it is due to the head of that department, and to the chiefs of the several bureaus, to say there is no evidence which proves or tends to prove any act in the slightest degree involving their official integrity. It is also equally due to their clerks to say they have afforded every opportunity to the committee to make a full explanation of all matters connected with these contracts, and have given their testimony before the committee fully, freely, and with apparent candor. There is no evidence implicating them or either of them, or which raises any reasonable ground for believing that any one of them has in any way, directly or indirectly, been concerned in any contract, received any consideration, or been in any manner implicated in any transaction connected with these contracts derogatory to his official or private character.

The only clerk upon whom suspicion seemed to fall, in the course of the examination, was a Mr. Murdock, of Massachusetts, and he has not been in the employ of the government for nearly a year past. That suspicion grew out of F. W. Smith's statement of a conversation with Pratt and Ellis. It was at most mere hearsay, and on examination turns out not to be well founded—

1st. Because of the positive denial of Pratt and Ellis of such a conversation; and

2d. By the disproval of the alleged fact by Pratt and Murdock, as well as by the satisfactory explanation given by Murdock of his purchase of the house in Massachusetts and of his relations to Pratt and Ellis, out of which the story grew.

It is true that near the end of the examination this witness, Murdock, being recalled, (June 1, 1864,) made a statement which on its face, unexplained, would involve Isherwood, the chief of the bureau, and his chief clerk, Neally, in a grossly improper act, viz: in the wilful reception of a bid after other bids had been opened, and by a person who had an opportunity to examine them. But the next morning (June 2,) this matter was fully explained. Mr. Farwell and Mr. Isherwood, being recalled, showed the transaction as it really occurred. The bid was, in fact, put in in time and before any bids were opened in any bureau, attached to other bids in one envelope, but was put in the bureau of Lenthall. Isherwood's bureau was in fact a branch off from Lenthall's bureau, just created, not even organized when the bids were advertised for, all of which was done by Lenthall's bureau. Mr. Farwell took off this bid which was found attached to bids properly belonging to and filed in Lenthall's bureau, and carried it himself to Isherwood's bureau, stating to him the fact in presence of Brown, and with that statement of fact Isherwood received it subject to the approval of the department. Murdock was present when these statements were made before the committee by Farwell and Isherwood, and upon hearing them called to his recollection afresh concurred in them. This evidence, therefore, so far from implicating Isherwood or Neally in any wrong, proves them to be vigilant and careful of the interests of the government.

A large amount of testimony has been taken, tending to show, or at least to raise a question, upon the following propositions:

1st. Whether in some instances there may not have been a combination among bidders;

2d. Whether in others some special knowledge by the bidder of what articles of a class would and what would not be called for did not exist;

3d. Whether in others some knowledge of the bids of competitors, either before or after they were put in, had not been obtained; and,

4th. As to bids which on their face manifestly appear to have been altered in prices, whether, in order to increase the prices without raising the aggregate above the next lowest bid, they may not have been altered in some way after they were put in, with the knowledge or connivance of some person in the department.

Without going into details, as to the *first*, it is enough to say there is some evidence tending to show that Scofield, Savage, Collins, and some others were in a combination called the "ring," in which it was understood they would not compete against each other. But the evidence upon that subject is too vague and indefinite to pronounce a decided opinion as to the extent of any such combination.

As to the *second*, under the old system of bidding it frequently occurred that a contractor would bid to deliver articles at a mere nominal price which were of well-known and established value in the market, while in the same class for articles of equally well-known and established prices the sum named would nearly or quite double their real value. For instance, Smith Brothers, of Boston, bid for Scotch pig-iron one dollar a ton, which was worth at least twenty, and at the same time bid thirty-three dollars a ton for American iron, worth about the same as Scotch. This can be accounted for only upon the supposition that they *expected* to be called upon to deliver American iron in large quantities, and little, if any, of the Scotch; which turned out to be the fact. In this and similar cases the inference is that some special knowledge existed. Mr. Smith

said he obtained it by mathematical analysis. By an order from the bureau, requiring the immediate delivery of all articles bid for at nominal prices, and by the act of 1863 authorizing the rejection of bids containing nominal or fictitious prices, that old system of abuse, under which no fair dealer, offering his commodities at reasonable profits, could compete with the sharp and practiced gambler in contracts, was checked to a great degree. But under the law as it now stands some abuses still exist, growing out of the fact that the articles required are so numerous and various that of necessity they are advertised and bid for in classes, and the contract by law must be awarded to the lowest average bidder for the class, even if some articles are bid for at exorbitant prices. Although the department has assumed in some cases to reject bids where prices were exorbitant and there was no competition, it is doubtful whether the law authorizes it as it now stands. Iron worth $20 per ton, if bid for at $1, the price is merely nominal, being but a twentieth of its real value, and the bid might be rejected. So if bid for at $400 per ton, it might, perhaps, be called a fictitious price, being twenty times its real value, and rejected. But suppose it is bid for at $40 per ton, when worth but $20, is the department authorized to say such a price is *nominal* or *fictitious* and reject the bid? I think not. The truth is, that iron which was only $20 in price in 1862 is now worth over $50, and for such variation in price, anticipated as it might have been by a contractor, it would not be a true construction of the law to say the department could properly regard such a bid fictitious or nominal, and reject it.

In the opinion of the committee, it would be a beneficial amendment to the act of 1863 to authorize the department to reject from any class bid for any one or more articles when, in the judgment of the department, the same is offered at a price exceeding ten per cent. above the market price, and to accept the bid as to the remaining articles of said class; and they report a bill accordingly.

As to the *third and fourth* questions, which I will consider together, many of the original papers containing the bids appear manifestly to have been at some time altered, either before or after they were handed in. Indeed, some of the papers appeared, at the opening, to be so much erased, mutilated, and altered in their appearance, that Mr. Farwell, proposed to reject them altogether for that reason. But a closer examination showed that if bids had been rejected because of alteration and erasures, and the next lowest bids accepted, the government would have lost thousands of dollars. Besides, the law did not authorize the rejection of bids for that reason, so long as they remain legible.

As to these alterations, the chiefs of all the bureaus, and their chief clerks, testify positively that the bids appear now as when they were first opened, in the column of prices; that no alterations except in correcting errors of computation and footings have been made in them. And Savage, the only bidder sworn on that subject, swears that he made the alterations himself before putting them in.

When it is considered that every obligation of official duty forbid any alteration of the prices by any person in the employ of the government or suffering it to be done; when they have, upon their oaths, testified to the fact that no alterations were made; and when a long examination of witnesses has failed to show any impropriety of conduct in any one of the persons called as witnesses, it is felt that it would be manifestly unjust to charge or impute to any person, in the absence of any further evidence than has appeared before the committee, the gross dereliction of official trust and duty involved in the crime of altering or allowing others to alter the prices and terms of their bids, after they were put in, in fraud of other bidders and in fraud of the government—a crime amounting to forgery in itself, and if committed by any of the witnesses sworn before the committee, we must add the crime of perjury.

In some cases the evidence tends to show that the successful bidder in some way might have obtained knowledge of the bids of his competitors. But it is much more reasonable to suppose that if such knowledge existed, it was obtained of the agents of the bidders, who generally presented them to the department, or that the bidders were in combination among themselves, than to suppose responsible officers, and honorable gentlemen, like the chiefs of the bureaus, should be guilty of such a breach of trust, and attempt to conceal it by perjury, and especially as the evidence shows under what checks and guards these bids were received, kept, and opened.

The bids are almost wholly received at the department within two or three days before the time limited for their reception expires; many being delivered in person on the last day by the bidder or his agent. They are securely locked up until the hour for opening, which is done in the presence of three persons connected with the bureau, and of such bidders as choose to attend. The seal of the envelope is broken by the chief of the bureau, who reads off the amount of the bid ; the recording clerk takes down the figures upon tabular sheets prepared for the purpose; and the bid having been passed to the third member of the board, generally the chief clerk of the bureau, the record is read and its accuracy determined. In this way all the bids are opened and recorded, when they are passed to the clerks for verification.

At the first opening the clerks to whom the bids were delivered for verification—that is, to see if the computations were properly made, and correct them if they were not—were not required to put their names upon them; but at the next opening of bids this was required as an additional safeguard against any possibility of alterations.

Upon the whole, it appears that from time to time orders have been made by the department, as exigencies required, to secure the government against imposition and fraud; and I affirm without any fear of contradiction that nothing appears in the evidence to shake the confidence of the committee in the integrity of the head of the Navy Department, nor in the integrity of any one of its bureaus. Nor, from the testimony, can any member of the committee name any other officer in the department, whose removal he would recommend upon a charge of fraudulent or dishonest official conduct based upon the evidence before the committee.

The committee recommend the passage of the accompanying bill.

J. R. DOOLITTLE.

MR. SMITH'S PAMPHLET.

PAPERS CONCERNING THE PURCHASE OF NAVAL SUPPLIES, WITH AN ANALYSIS OF CERTAIN NAVY CONTRACTS.

Correspondence with the chairman of the Committee of the House of Representatives on Naval Affairs, the Secretary of the Navy, and Hon. D. W. Gooch, upon an amendment of the law regulating contracts with the Navy Department.

37TH CONGRESS, 3D SESSION. HOUSE OF REPRESENTATIVES. 141.

FEBRUARY 5, 1863 --Read twice, ordered to be printed, and the further consideration postponed till Monday next, after the morning hour.

AN APPENDIX.

Mr. Sedgwick, from the Committee on Naval Affairs, reported the following joint resolution:

JOINT RESOLUTION authorizing the Secretary of the Navy to adjust the equitable claims of contractors for naval supplies, and regulating contracts with the Navy Department.

* * * * * * * *

SEC. 2. *And be it further resolved,* That the chief of any bureau of the Navy Department, in contracting for naval supplies, shall be at liberty to reject the offer of any person who, has principal or surety, has been a defaulter in any previous contract; *and that no contract shall require the delivery of more than fifty per centum in excess of the stipulated quantity in the contract, or a decrease of more than twenty-five per centum thereon;* that if more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected; and, in like manner, the bids for any class shall be rejected in which there are nominal or fictitious prices; nor shall the copartners of any firm be received as sureties for such firm or for each other; nor, in contracts with the same bureau, shall one contractor be received as surety for another. And that, when supplies are exhausted in contracts with any bureau before the expiration of the fiscal year, such bureau shall advertise, in the usual manner, for additional supplies.

WASHINGTON, *February* 10, 1863.

SIR: The delay of action by the House upon the "joint resolution regulating contracts with the Navy Department," induces me to communicate in writing the purport of my conversation with you a few evenings since.

It is possible that the experience of a merchant, who has been largely engaged in business with the department, may offer some suggestion worthy the consideration of the Naval Committee.

The paper annexed will show incidentally that the house in which the undersigned is a partner, so far from being desirous to avail themselves, to their pecuniary advantage, of the "evils of the contract system," improved their earliest opportunity, a year ago, to record with the department their regret that such evils existed, and their earnest desire to aid in effecting a remedy.

Most respectfully, your obedient servant,

FRANKLIN W. SMITH.

Hon. CHARLES B. SEDGWICK,
Chairman of the Committee on Naval Affairs.

Paper to the Secretary of the Navy and Hon. Charles B. Sedgwick.

WASHINGTON, *February* 10, 1863.

The bill before the House proposes to remedy evils in the contract system of the Navy Department that have existed for many years. The disadvantages that have followed to the government have been inherent in the *system* itself. In two bureaus of the department a system of proposals by advertisement has been maintained that in result was a mere matter of chance to the respective parties. Thus in the Bureau of Yards and Docks it has been customary to advertise for a great variety of articles which were only to be called for *if wanted.* The chance, therefore, for the bidder to calculate upon is, *what articles will be wanted?*

In the Bureau of Construction it has been the custom to advertise for a quantity of assorted merchandise, with the stipulation that *any additional* amount, of any kind, is to be furnished during the fiscal year as may be demanded. Here the chance for the bidder to consider is, *what quantities* will be wanted.

Thus the schedules advertised have been no fixed criterion as to what is *really to be supplied.*

If the contracts of the department, as published for years past, be analyzed, it will be found that a system of bidding has been maintained by which the merchandise advertised has been offered to the government at very much less than its value in the market; the bidders having calculated according to their estimate of the *real wants* of government. The law has required that the lowest bid, in aggregate upon the whole, should be accepted.

The merchant, therefore, who would approach government with his offer, must follow these old precedents or be entirely distanced by his competitors.

Honorable mercantile houses have desired and urged a reform in the system that would place the transactions of the department upon a more legitimate basis to all parties concerned.

The following is an extract from a letter of our firm to the chief of the Bureau of Yards and Docks, written in February, 1862, but a few months after their first contract had been made:

"We are specially pleased at your allusion to contracts and the mode of obtaining them; for it gives us an opportunity we have desired to place on record our knowledge of the system, and our *experience* of its practical results.

"We believe that your judgment, after long experience, must coincide with our own, viz: that the contract system, as now existing in two bureaus of the Navy Department, is essentially wrong, in contracting for a *continued* supply of a large assortment of goods upon the lowest aggregate for a fractional schedule. Instead of a clearly defined contract, indicating what the buyer is to receive and the seller to give, during its continuance, the result is a lottery to each. Such is the system, and it is the system that is responsible for the absurdities that follow, not the merchant who approaches government with his wares and finds this system in his way. * * * *

"We shall be glad to aid in any effort to replace it by one more distinct in its demands upon the seller of merchandise, and therefore far more agreeable to those who would be honorable competitors for government patronage.

"Now as 'to the mode of obtaining contracts.' How did we obtain our contracts? The writer of this, who prepared our bids last June, was never in the naval apartments until, in your presence, the bids were opened. He had not then asked a question, nor did he know an official or clerk within the gates of the navy yard. Having decided to attempt some government contracts, we analyzed the published reports of the department in previous years to discover *the modus operandi;* and, in passing, we would say that we were astonished

that a system that left such records of bargaining could have been so long maintained.

"Now, as to the practical results of the system. Absurd as it proves to be in its details, the record of our business proves that in the aggregate it is as likely to prove favorable to the government as to the contractor, though a *lottery* to each. Government pays large prices for some articles. It receives others for mere nothing. How many contracts with the bureaus this year have been abandoned for the loss they involved? The figures annexed are the basis of our opinion, that upon the entire amount of our year's business with your bureau the average per cent. of profit will not exceed, or equal, a fair mercantile rate."

THE REMEDY.

The bill reported by the committee is an advance towards remedying the evils of the system. In two of its provisions, however, in our judgment, it is defective:

First. By providing (sec. 2, line 5) that there may be an increase of *fifty per centum* or a decrease of *twenty-five per centum* upon the quantities advertised, the game of chance is still open.

Let the Navy Department, as the War Department, advertise for precisely what is to be *received; no more, no less.* There can then be *no* "nominal prices." They will disappear; for the merchant will know that the merchandise described is *to be furnished.* If the War Department wants 100 ambulances and 200 wagons, they contract for and demand like quantities as advertised. There is no chance to estimate that there may be delivered, under the contract, 50 ambulances and 500 wagons. The War Department, therefore, receives no bids at "nominal prices."

If the Navy Department is uncertain as to its want of some articles, let them be bought when the demand shall arise. It can buy in open market, or it can direct its agents to advertise, at any time, for one day, or one month, for any additional articles that may be demanded.

If the schedules, as contracted for, are being rapidly exhausted, the department can, before the contracts expire, advertise for more merchandise, by the provision of the bill of the committee.

Second. Having thus effectually removed all occasion or opportunity for nominal prices, the clause allowing the rejection of bids for nominal prices can be omitted. It gives an opportunity for unfairness by an arbitrary decision, as to *what is* a nominal price. One merchant, perhaps, of unusual facilities possessed, may afford to supply articles less than any other parties. The government would suffer, and the merchant be wronged, if the bid were to be rejected because the price appeared too cheap.

The amendments to the resolution suggested by the above are—

First. The omission of the clause allowing variations from the quantities advertised.

Second. The omission of the clause allowing the rejection of bids for nominal prices; because, if the quantities are fixed as above mentioned, there *can be no nominal prices.*

Respectfully submitted.

FRANKLIN W. SMITH.

Hon. CHAS. B. SEDGWICK,
Chairman Committee on Naval Affairs.

NEW YORK, *February* 12, 1863.

SIR: Having been unexpectedly called from Washington, I was unable to avail myself of the honor of another interview at your office, agreeably to your suggestion.

I beg leave, therefore, to place with you the communication addressed to the chairman of the Committee on Naval Affairs, upon the "joint resolution," "regulating contracts with the Navy Department."

In the note accompanying the paper to Mr. Sedgwick we remarked that it "will show, incidentally, that the house in which the undersigned is a partner, so far from being desirous to avail themselves, to their pecuniary advantage, of the evils of the contract system, improved the earliest opportunity, a year ago, to record with the department their regret that such evils existed, and their earnest desire to aid in effecting a remedy."

Most respectfully, your obedient servant,

FRANKLIN W. SMITH.

The Hon. SECRETARY OF THE NAVY.

NEW YORK, *February* 12, 1863.

MY DEAR SIR: I am glad to notice by the papers that the resolution concerning contracts was recommitted after debate, as I feared my suggestions were quite too late.

We have really no pecuniary interest in the amendments suggested; for it is impossible to estimate whether the bill *with* or *without* them will be most favorable to our profit, if we make further contracts. My motive in the effort made was, *sincerely: first*, for the *good* of the government; *second*, that it might appear that all merchants who became contractors were not inevitably, *because* in business connexions with the government, *selfish sharpers*.

The record we have made to date is a clear one: we are content to be judged by it. I regard it as most fortunate that, without knowledge that any such legislation was pending, it happened in my way to place our record with the Naval Committee.

If in the course of the debate sweeping animadversion may be made upon contractors under the system hitherto, your sentiments of fairness, regard for the fame of Boston merchants, and (may I presume!) your confidence in the undersigned, may prompt you to speak in reply.

With reference to "nominal prices," upon which so much is said, this is our reply: We were compelled to use *an old system*, provided by law, *as it long had been used and accepted by the department*, or retire from the competition.

If all houses who would be honorable dealers with the government thus retired from the field, the government, with a *bad system*, would be entirely in *bad hands*.

We did our part, as soon as we comprehended the evils of the system, in recording our regret that they existed, and our desire for their remedy.

With a renewal of thanks for your courtesy, I am yours, respectfully and truly,

FRANKLIN W. SMITH.

Hon. D. W. GOOCH, *Washington, D. C.*

Through the concurrent effort of Hon. Messrs. Gooch and Sedgwick, and in accordance with the recommendations of Smith Brothers & Co., the joint resolution approved March 3, 1863, which was in place of that recommitted in February, provided that "every contract shall require the delivery of a specified quantity."

This requirement of the law, that the Navy Department should contract for fixed quantities, caused nominal prices to disappear at once from the bids upon the next proposals for supplies.

Thus, as was remarked to Mr. Sedgwick, "paradoxical as it may appear to some minds, *contractors have been reformers.*"

The annexed are fair specimens of contracts with the Bureau of Construction; the first, of those executed for many years prior to 1863: the second, of those for the year 1863–'64, under the reform above mentioned.

The latter vindicates the assertion (*vide* page 8) that *where quantities are fixed, there can be no nominal prices.*

Contract for iron for Charlestown yard, for year 1861–'62.

Bureau of Construction:

75,000	pounds	round iron, from	$\frac{3}{16}$ to $2\frac{1}{2}$ inches	.....	$03\frac{1}{2}$ per pound.
8,000	"	" "	$2\frac{5}{8}$ to 3 inches	.....	$00\frac{1}{2}$ "
4,000	"	square iron, "	$\frac{1}{2}$ to 2 inches	.....	$00\frac{1}{2}$ "
2,000	"	" "	$2\frac{1}{4}$ to $5\frac{1}{2}$ inches	.....	$00\frac{1}{2}$ "
1,000	"	" (ham'd)	1 to 5 inches	.....	$00\frac{1}{4}$ "
5,000	"	flat iron, from	$\frac{1}{4}$ to 1 inch	.....	$04\frac{1}{2}$ "
		thick iron "	$1\frac{1}{4}$ to 9 inches wide		"
		Etc.,	etc.,		etc.

By contracts of this date it was stipulated that, "if additional quantities of any of the above-named articles are demanded, they are to be furnished on like terms and conditions, previous to the expiraton of the fiscal year."

Large "additional quantities" were demanded. The prices above indicate the judgment of the contractor as to *what kinds would be wanted in largest quantities.*

Contract for iron for Charlestown yard. for year 1863–'64.

Bureau of Construction:

By the terms of this contract, the precise quantities named in the schedules were to be delivered, "*no more, no less,*" according to the act of March 3, 1863.

250,000	pounds	round iron, from	$\frac{3}{16}$ to $2\frac{1}{2}$ inches	.....	04 per pound.
10,000	"	" "	$2\frac{5}{8}$ to 3 inches	.....	04 "
30,000	"	" "	$3\frac{1}{4}$ to 7 inches	.....	05 "
5,000	"	square iron, "	$\frac{1}{2}$ to 2 inches	.....	04 "
10,000	"	" "	$2\frac{1}{4}$ to $5\frac{1}{2}$ inches	.....	04 "
10,000	"	" (ham'd)	1 to 6 inches	.....	$05\frac{1}{2}$ "
100,000	"	flat iron, from	$1\frac{1}{4}$ to 1 inch thick	.....	$04\frac{1}{4}$ "
		"	$1\frac{1}{4}$ to 9 inches wide		"
		Etc.,	etc.,		etc.

Correspondence concerning the purchase of naval supplies.

NAVY AGENT'S OFFICE,
Boston, December 1, 1863.

SIR: In a communication, under date of the 17th ultimo, Hon. Charles B. Sedgwick, Commissioner of the Naval Code, expresses a desire to obtain from

"gentlemen practically aquainted with the subject," information as to "the best and most economical mode of purchase of supplies for the navy, and the one most likely to protect the government from fraud."

Among others, he submits the following questions:

First. "Whether the present contract system might be modified and changed so as to avoid objection and prevent fraud."

Second. "Whether any more thorough and strict system of inspection and accounting for supplies and materials purchased ought to be adopted to secure the department against imposition."

I should be glad to have you state your judgment upon these questions, to be enclosed to the commissioner, as suggested by your observation and experience, during the period of your business relations with the department.

I am, sir, very respectfully, your obedient servant,

E. L. NORTON, *Navy Agent.*

FRANKLIN W. SMITH, Esq., *Boston.*

BOSTON, *December* 11, 1863.

SIR: I respond with pleasure to your request for the statement of my judgment upon inquiries submitted by the Commissioner of the Naval Code, viz:

First. "Whether the present contract system might be modified and changed, so as to avoid objection and prevent fraud."

Second. "Whether any more thorough and strict system of inspection and accounting for supplies and materials purchased ought to be adopted to secure the department against imposition."

"The joint resolution regulating contracts with the Navy Department," approved March 3, 1863, provided "that every contract shall require the delivery of a specific quantity." This was a decided reformation of the old system for unlimited supplies, upon the lowest aggregate bid upon a quantity; which left upon the published reports of the department, for several years, such absurd records of government bargains.

In a communication addressed to the chairman of the Committee on Naval Affairs, in February, 1863, the prediction was made, that if the Navy Department would advertise for "no more and no less" than the quantity to be received under the contract, fictitious and excessive prices, which had been an evil and a reproach, would disappear. Existing contracts for specific quantities, executed under the present law, demonstrate the truth of the assertion. By this reform, therefore, the most prominent evils of past years have been removed.

Yet additional safeguards of law, scrupulously applied by the authorities, are requisite before the confidence of the community can be commanded, and before there can be certainty that the obligations of contractors are faithfully fulfilled.

These safeguards are required as to the following questions:

First. Is the reassurance to the public of absolute fairness in the reception of bids and award of contracts?

Second. Are the schedules of merchandise for which bids are invited sufficiently explicit in the description of merchandise to be furnished?

Third. Is the system for the receipt of merchandise so systematically protected that government cannot be defrauded in quantity or quality?

For satisfaction to the mercantile community upon the *first inquiry* above suggested, it must be known that all preliminary arrangements for the award of contracts are scrupulously guarded against collusion of clerks with favored parties, and against inaccuracy in computations or irregularity in the form of bids.

The advertisement for proposals should state that the opening of bids (no

longer, as formerly, in secret with chiefs and clerks of bureaus) is by law provided to be in the presence of bidders.

Bids should be received in closed safes prepared for the purpose, secured against all inspection until the hour of opening named in the advertisement. Then, in presence of the competing parties or their agents, they should be withdrawn, sorted and stamped with a seal privately retained by chiefs of bureaus for the purpose.

No bids should be received after the hour of opening.

Bids should not be indorsed with the numbers of the classes named within them.

(From such indorsements it may be learned by clerks that there are no bids for certain classes; and through collusion, exorbitant prices may be named for said classes. It is believed that in the case of certain contracts where enormous prices were obtained, such wrongful advantage must have been employed.)

All bids containing erroneous computations, omissions of prices for any articles, figures or writing in pencil, or having other suspicious appearances or informalities, should be rejected.

(Bids have been received containing several arithmetical errors, but all against the government; wherein, while prices have been exorbitant, the extensions have been minus, and the aggregate the lowest. It is a discreditable fact that such bids have been actually executed in contract. Ordinary mathematical calculations, in private life made sure with the grocer and baker, have passed the inspection and notice of government offices, grossly erroneous; the result of these errors being in such loss to government and such gain to the contractor as to suggest that they could not have been in all intents MIS-*calculations.)*

The opening of bids should be at a continuous sitting if practicable.

If adjournment be necessary, unopened bids should be secured from inspection of all parties in the interim.

Examination of computations and forms should be made only in the offices of the department; and for no purpose whatever should bids be removed therefrom until contracts have been executed.

(Instances have been remarked where bids for different yards have been taken by clerks to their homes for examination; doubtless an arrangement made with legitimate intent, but plainly offering opportunity for wrong.)

These details are by no means over-cautious in transactions which involve not only large expenditure of money, but the good faith of government toward the people. Officers who have in charge such important business interests should not be satisfied merely with their own belief that *there* IS *no wrong committed.* They should be eager to arrange evidence for the public, that *no wrong* CAN *be committed.*

The act of Congress of March 3, 1863, expressly provides that "NO BIDS HAVING NOMINAL OR FICTITIOUS PRICES SHALL BE CONSIDERED."

As above stated, this legislation effected such reform that "fictitious prices" have almost entirely disappeared.

This term (somewhat anomalous) is interpreted by the bureaus as meaning prices that are very much less than standard market values.

There are two or three contracts of the present year, by which articles (in one case of very great importance, and capable of adulteration) are contracted for at less than two-thirds the ready cash market value.

The question naturally arises, Was the provision of law above quoted strictly applied in these instances?

Distrust of scrupulous adherence to the law tends to discourage reformatory legislation.

The honorable Secretary, in his report, states that "the law permits no alternative but the acceptance of the lowest offer, regardless of the individual who makes it, or the devices he practices." This was the case before the enactment

of the present law. It would appear that the restriction of the act above named, and other of its provisions giving liberty to chiefs of bureaus to reject the bids of certain parties, escaped his attention.

Guarantee of fairness in the opening of bids and award of contracts being assured to the merchant, he necessarily inquires —

Secondly. Are the schedules of merchandise for which bids are invited sufficiently explicit in the description of merchandise to be furnished?

If they are not thus explicit, prudent merchants will be cautious of committal to indefinable risks. Schedules as published for the various yards have been faulty in this respect.

To illustrate—an item in one class, as advertised (1863–'64) was for—

595 gross iron screws } assorted numbers and sizes.
and 87 gross brass screws }

The difference to the merchant as to what might be demanded, under this description, is not less than $2,500.

In another class, 30 *gross of files* were described as to size and kind. The remaining item was 40 *gross* rat-tail files, assorted; on which demands might be made differing in cost $1,000.

It must be practicable to estimate more precisely than in these instances the description of materials to be required. The ship-carpenter is aware of the sizes (not many) necessary for composition work, port lights, &c.; and the joiner also of those required for cabin trimmings and furniture. A definite quantity can be stated for sizes known to be required; the additional demand for contingencies being left to open purchase. Sizes were thus given in detail, at that date, for the Washington yard.

When specifications for the building of engines for a steam frigate can set forth details of measurement from the diameter of a cylinder to that of a bolt, and of articles to the precise number of oil-feeders and coal-shovels, it would seem that an accurate estimate of other details in the construction and equipment of the frigate is not an impossibility.

Fairness as to award of contracts and schedules of merchandise in specific quantities, distinctly described, being assured, one contingency remains against a general competition for the sale of supplies to the department, as follows:

Thirdly. Is the system for the receipt of merchandise so systematically protected that government cannot be defrauded in quantity or quality?

This is a question vital to the interests of the government under any system of purchase. No fairness of price, no high standard of quality, can compete against the fraudulent collusion of dishonest traders with weigh-masters and receiving clerks.

Suspicions have long existed as to the prevalence of this style of robbery in navy yards. Indeed, it is frequently remarked, as an irremediable evil, that government must be robbed to some extent in the delivery of merchandise; because it is inevitable that there will be some dishonest men. Yet because of this extraordinary exposure to wrong, extraordinary protective and detective measures are demanded at the hands of executive officers in the departments. A system should be devised so thorough in its checks and counterchecks, that rogues cannot disarrange its machinery without being caught in its traps.

I do not hesitate to state as my belief, based upon unusual facilities for judgment, that there is not at present a system in navy yards sufficiently protective against short weights and measures.

Doors are open which should be closed and doubly locked.

There are means for the perpetration of this wrong, without and beyond the knowledge of the naval storekeeper, who may be honest meanwhile in the exercise of his functions. I am aware this is an important statement. It is made in full conviction of its importance and its truth.

It must be entirely practicable to remedy all exposure to this evil, and, through enterprise and ingenuity, not only to devise an effective system of protection against fraud in the delivery of merchandise, but to insure its faithful execution.

An eminent house in this country merchandises annually to an amount equal to half the entire appropriations for the Navy Department for 1861-'62. It employs hundreds of persons in contact with its property. Yet doubtless the vast amount of merchandise is protected *by system* in its movements, from the purchase of cases of silk to the sale of a spool of cotton.

The Bank of England, in its internal administration, is like an apartment walled with mirrors; each action therein is reflected in various directions to the observation of others, as honest or dishonest.

When the Navy Department is developed upon so vast a scale as to require an appropriation for $140,000,000, like precision in system will be required to afford protection to government. As additional security to the present system, I venture the suggestion *that there should be in every navy yard a naval store receiver, as well as naval storekeeper.*

These officers should be of equal rank, and should receive the same emolument. The receiver should be a sworn and bonded officer, for the faithful execution of his trusts. He should have been previously a practiced measurer, weigher, and gauger. He should be in the yard during the usual working hours. He should maintain a record at the gate of the number of loads of merchandise and material passing through in either direction, with memoranda giving general description thereof. He should keep permanent records also of all weights, measures, gauges, and computations. Employés of the naval storekeeper should verify the accuracy of these records *jointly* with the receiver; and countersign his certificates thereof.* These certificates should then be placed on file as vouchers for the merchandise to the debit of the storekeeper's stock on hand.

Furthermore, the regulations for navy yards require that the navy agent shall be responsible that merchandise due on contract is "forthcoming." At present there are no facilities afforded him for knowing *that it comes at all.* He has no record of its receipt until vouchers for the payment for the merchandise are forwarded to his office for requisition upon the treasury.

In the case of open purchases, he is obliged to approve bills in the first instance without knowledge of the delivery of the merchandise.

Upon the system above mentioned, duplicate receipts can be sent daily by the receiver to the navy agent for his evidence prior to the approval of original invoices.

It is not supposed that the office of receiver would hold any relation to the important duty of inspection as to quality. This service should be required of the proper officers in each department, as experts, and who should be held severely reprehensible for any negligence or unfaithfulness.

When such reforms as these, above detailed, are applied in the administration of the bureaus and at the yards, it will be difficult to show objections to a contract system, or opportunities for fraud in purchases by either contract or open purchase.

It is possible that the suggestions herein submitted may be regarded as intrusive by some to whose official functions they have special relation.

Yet it may without presumption be assumed that the business transactions with the department of the house of which the writer is a member, amounting to more than a million of dollars, and demanding of him during two years

*The Bureau of Ordnance recently directed that all metals purchased for its use should be weighed in the presence both of the master machinist and an ordnance inspector. It is hoped this will prove an initiatory measure for the duplicate verification of all weights and measures.

almost daily visitation of the workshops and offices of the navy yard, involving the supply of a great variety of articles entering into consumption and use throughout the mechanical departments and on shipboard, ought to have furnished to a merchant facilities for judgment as to the system in practice entitled to some consideration.

Faithful officers of the government who would vigilantly guard its interests and exact its claims will invite the thorough scrutiny and welcome the respectful suggestion of citizens, as zealous as themselves for the welfare of government, and contributing, perhaps, as much to its support.

An ex-President of the United States has said: "It is a condition for the enjoyment of liberty that our rulers be narrowly watched. It can never be long preserved without popular jealousy. It is a maxim of despots that the people should never inquire into the concerns of government."

Transactions with government have been subject to such general suspicion that merchants sensitive to their good name are reluctant to engage in them, exposing themselves to disparagement and scandal. Yet shall those of the mercantile community who would maintain their own integrity abandon the competition? Or shall they enter the lists, to strive against temptation to themselves and for its removal from others?

The case seems to be this: rogues, as may be expected, approach government for business. Executive officers are not sufficiently expert for their detection; therefore, all who solicit government patronage are under distrust and suspicion.

Again: it is not through the dereliction of citizen contractors alone that government may be defrauded. Evidence is on record that government employés, either by mal-intent or through inadvertence, have been as greatly in fault. Results may be known outside of government offices which are individual secrets within them.

The honorable the Secretary of the Navy, in his last report, says: "When proposals are made to furnish the government with supplies at prices below the market value, as is done in many cases, the transaction indicates fraud"—a statement evidently just in the case of proposals for specific contracts; wherein there is no contingency for the delivery of greater or less quantities of certain articles, to the advantage of the seller. But did it not occur to the bureau whose contracts furnish occasion for this remark, that in such case it had written notice of intended fraud, the name of the party by whom, and the description of the article in which, the fraud was to be suspected? What greater facilities could be asked for the detection and punishment of fraud?

It has been necessary for the elucidation of opinions herein expressed to discuss the efficiency and accuracy of bureau administration. Yet the writer would by no means disparage the great ability and zeal of the chiefs of bureaus in behalf of the national interests in their charge. The venerable senior among them long ago attested by his valor his devotion to the honor of his country. Their labors must have been arduous and excessive in the construction of an immense navy with unprecedented rapidity, and its employment with unsurpassed results.

Yet it may be questioned whether it is practicable for them, amid absorbing scientific investigations as to efficiency of ordnance, construction of monitors, improvements in engineering, also efficiently to superintend, as is proposed, great expenditures for supplies. Their vocations have necessarily left them untrained in mercantile usages, and unskilled in acuteness to detect the stratagems of the trading world. While, in compliance with your request, and under impression of the importance of the subject, I have frankly advocated amendment in details of administration, it has been without the least impulse of disrespect for officers of the government or the disparagement of their services; but

for a record against evils from which the business world believes our government to receive material injury.

We improved the earliest opportunity after apprehending the evils of the contract system (in 1861) to expose them to the department, remarking, "We shall be glad to aid any effort to replace it by one more distinct in its demands upon the seller of merchandise, and therefore far more agreeable to those who would be honorable competitors for government patronage."

It was a gratification that opportunity occurred to press legislation for this purpose, and that reform was accomplished. During the subsequent period, as observation informed of remaining facilities for wrong, impatience has been felt for their removal.

At a time when our government is engaged in an exhaustive struggle for life, I have been compelled as a citizen to urge its protection against unfaithfulness in its service and fraud by those enjoying its patronage.

I remain, sir, most respectfully, your obedient servant,

FRANKLIN W. SMITH.

Hon. E. L. NORTON, *Navy Agent.*

Letter to the Secretary of the Navy.

WASHINGTON, *December* 29, 1863.

SIR: I have the honor to submit to your consideration herewith a paper concerning the system of purchase and inspection of navy supplies, prepared at the request of the navy agent at Boston for the commissioner of the naval code.

My former suggestions upon this subject (kindly honored by your ready and candid hearing) were in advocacy of a limit of contracts by law to specific quantities—a reform subsequently effected by the act of Congress of March, 1863, and by which some of the prominent abuses of former years were removed.

I am thus encouraged to solicit your attention to a statement of evils yet existing in the system or its administration, of which I have been informed necessarily in the course of business experience with the department.

I remain, sir, respectfully, your most obedient servant,

FRANKLIN W. SMITH.

The Hon. SECRETARY OF THE NAVY.

Letter to Chiefs of Bureaus.

BOSTON, *January* 2, 1864.

SIR: The accompanying paper, concerning the existing system for the purchase of naval supplies was prepared for the commissioner of the naval code, in compliance with his request, as expressed to the navy agent at Boston.

The prevalent distrust of mercantile transactions with the government certainly demands all possible effort for its protection.

In confidence of your eager interest in legislative or administrative measures promotive of this object, those which have been suggested as expedient during my business relations with the Navy Department are respectfully submitted to your consideration.

I remain, sir, your most obedient servant,

FRANKLIN W. SMITH.

Rear-Admiral JOSEPH SMITH,
Chief of the Bureau of Yards and Docks.

The paper was also enclosed to the chairmen of the Committees on Naval Affairs of the Senate and House of Representatives, and to the chiefs of the Bureaus of Construction, Steam Engineering, Ordnance, Provisions and Clothing, Equipment and Recruiting, Navigation, and Medicine and Surgery.

Letter to the Secretary of the Navy, with an analysis of certain contracts of the Navy Department, as appendix to paper addressed to the commissioner of the naval code.

[Privately printed for the Secretary of the Navy and the Committees on Naval Affairs of the Senate and House of Representatives.]

BOSTON, *January* 29, 1864.

SIR: In the communication to the commissioner of the naval code, copy of which I had the honor to address to you on the 29th ultimo, reference was made to the *erroneous* computations and *enormous* prices of certain contracts by which it was believed that the government had suffered loss.

At that time the statement was fully warranted upon the personal knowledge of the writer. The suggestion of the existence of such wrong to the department was supposed by him to be the entire fulfilment of his duty. Facts which have subsequently been made public compel him now, in faithfulness to the country and to himself, to place before you a more distinct statement of the case.

The Boston Journal recently published a copy of one of these suspicious contracts—that, wherein $150 per dozen were obtained for wrenches worth $10 to $15 per dozen. The writer proceeds to explain the transaction, "in justice to the Navy Department," as attributable to the system (formerly existing under law of 1855) of bidding at high prices and low prices, according to the quantities likely to be required. This theory was probably accepted from the speech of Senator Grimes, (Cong. Globe, Jan. 9,) but is altogether erroneous; since *all the prices were exorbitant, and the quantities limited* under the act of March, 1863.

It was also asserted that the bid was a fair specimen of the bids for every contract; when, in fact, the contract mentioned (and others on record as bad) is *exceptional, extraordinary*, and must have had *a peculiar history*.

No such bids were ever made by Smith Brothers & Co. No such contracts have been made for the Charlestown yard during the present administration.

The "analysis of certain contracts," accompanying this communication, reveals that upon awards of contracts to *four* or *two* parties, in March, 1863, amounting to $96,144 03, $28,091 06 were realized *above* ordinary prices; that $4,476 99 were lost to government by erroneous computations; and also strong evidence of the reprehensible means through which such excessive profits must have been secured.

It is due to the department and other bidders that it should be stated that the above mentioned are all or nearly all of such wrongful contracts obtained; that competition limited the wrong; that, as the result of your protective measures in June, the repetition of such operations was restrained; and that these discreditable bargains are by no means fair specimens of the contracts of the department for the past year.

On the contrary, many of the contracts for 1863, especially those for the Charlestown yard, are very favorable to government, owing to the late advances upon the value of merchandise. Smith Brothers & Co. are furnishing iron at $90 to $95, worth $110 to $120. All other metals and manufactures of metals have advanced in like ratio to their contract prices.

Yet some contracts have appeared in the reports of the bureaus of an unprecedented character. The only explanation for them yet made to the public is incorrect; in fact, their peculiar history is as yet a secret. In the absence of authentic statements, false and exaggerated theories are applied; scandal becomes excessive and wide-spread. *Suppressio veri, suggestio falsi.*

It is especially unjust that merchants who have had no part in wrongful acts should be defamed in mass with those who have committed them. If obloquy is to be scattered broadcast over all concerned with government, because of the dishonor of individuals; if integrity is not to be recognized when found, and vindicated from undeserved suspicion and reproach, the business of the nation will be yielded entirely to those who care not for reputation, having none to defend.

We are not willing to share with others, in the least degree, the imputations of wrong in our relations to government, but will rather make an effort to place the discredit where it belongs.

Upon our first movement for navy business, in 1861, we were repelled by records of the absurd bargains published in the reports of previous years. We were obliged to follow precedents established, under the law, or retire from the competition. The evils existing could only be apprehended by tracking them over forbidding ground. We vigorously joined in the raid upon them, by which the most prominent of those evils were remedied.

During the period when contracts could only be obtained by calculation as to *quantities* instead of *values* of merchandise, and consequently by bids of anomalous prices, we improved an opportunity to demonstrate by figures to the Bureau of Yards and Docks that the average per cent. of profit to us did not exceed or equal a fair mercantile rate. We invite, and will aid in like manner, the utmost scrutiny of all our transactions with the department.

The files of the bureaus, and the testimony of members of Congress from Massachusetts, will witness that we have advocated the remedy of abuses at once upon their discovery. The following pages will discover an onerous task assumed in this service. The writer, exempt from the present draft to military service, physically and by age, has induced a recruit to represent him in the field, with an able body, six feet and one-half inch high. But he finds yet another national duty devolving upon him, *requiring as great strength of purpose, if not of muscle.*

In full confidence of your eager desire for the detection and remedy of abuses in the administration of the Navy Department, and realizing that amid your most arduous and important services for the country you must necessarily be uninformed of such statements as are annexed, they are respectfully submitted to your consideration.

I remain, sir, most respectfully, your obedient servant,

FRANKLIN W. SMITH.

Hon. SECRETARY OF THE NAVY.

APPENDIX.

All bids containing erroneous computations, omissions of prices for any articles, figures or writing in pencil, or having other suspicious appearances or informalities, should be rejected.

(Bids have been received containing several arithmetical errors, but all against the government; wherein, while prices have been exorbitant, the extensions have been minus, and the aggregate the lowest. It is a discreditable fact that such bids have been actually executed in contract. Ordinary mathematical calculations, in private life, made sure with grocer and baker, have passed the

inspection and notice of the government offices, grossly erroneous; the result of these errors being in such loss to government and such gain to the contractor as to suggest that they could not have been, in all intents, miscalculations.)—Paper of F. W. S., for commissioner of the naval code, p. 4.

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STATEMENT No. 1.

Erroneous computations in certain contracts the cause of loss to the government.

CORRESPONDENCE CONCERNING THE FIRST OF SUCH ERRORS DISCOVERED BY SMITH BROTHERS & CO.

BOSTON, *April* 16, 1863.

SIR: We have seen a copy of a contract for class "R," in the schedule as recently advertised, which has been executed between the bureau and Mr. ———, of New York, in which the prices set against the articles are respectively as in the statement annexed.

As the prices of our bid (at which we are prepared to execute the contract) aggregate six hundred (600) dollars less than the correct total of Mr. ———'s bid, we claim that the contract with him should be annulled and a new contract executed with our house.

Allow us to suggest whether similar discrepancies in addition of other bids may not have affected, in like manner, other contracts.

We are your most obedient servants,

SMITH BROTHERS & CO.

B. F. ISHERWOOD, Esq.,
Chief of the Bureau of Steam Engineering, Washington, D. C.

COMPARISON OF BIDS.

	Prices of contract with Mr. ———.		Corresponding price of Smith Bros. & Co.	
1,000 lbs. nuts	$0 15 (!)	$150 00	$0 10	$100 00
200 lbs. packing	70 (!)	140 00	60	120 00
200 lbs. emery	20 (!)	40 00	8	16 00
20 reams emery cloth	40 00 (!)	800 00	20 50	410 00
20 hydrometers	1 50	30 00	1 50	30 00
300 lbs. mercury	1 25 (!)	375 00	75	225 00
25 thermometers	1 50	37 50	1 50	37 50
25 thermometers	1 50	37 50	1 75	43 75
3,000 lbs. waste	35	1,050 00	40	1,200 00
50 flue brushes	2 00	100 00	1 50	75 00
50 flue brushes	3 00 (!)	150 00	1 00	50 00
As added		1,910 00		2,307 25
As should be added		2,910 00		
			$2,910 00	
			2,307 25	
Smith Brothers & Co.'s bid less by			602 75	

NAVY DEPARTMENT,
Bureau of Steam Engineering, April 18, 1863.

GENTLEMEN: Your letter of the 16th instant is received, and its subject-matter will be referred at once to the department. You are not, however, the next lowest bidders.

I am, very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief of Bureau.

Messrs. SMITH BROTHERS & Co.,
Boston.

NAVY DEPARTMENT,
Bureau of Steam Engineering, April 21, 1863.

GENTLEMEN: The proposal of the lowest bidder for class R, at the Charlestown yard, having been rejected as a "nominal bid," your proposal has been accepted, and contract is this day forwarded to the navy agent at Boston, which you will please execute at your earliest convenience.

I am, very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief of Bureau.

Messrs. SMITH BROTHERS & Co.,
Boston.

As may be observed in the first of the above letters, the suggestion was made "*whether similar discrepancies in addition of other bids may not have affected, in like manner, other contracts.*"

It was hoped that a recasting of figures would be ordered to detect all such *mis*-calculations, if they existed. Yet such cursory examination of the report of the Secretary of the Navy as the writer has been able to make reveals more of this arithmetic, so unlucky for the country. If the contracts were published with the computations, the investigation of the matter would be facilitated. No mistakes will be found in the bids or contracts of S. B. & Co., although the latter alone have been to the extent of eighty folios.

Erroneous computations in certain contracts under advertisement of February 13, 1863.

BUREAU OF CONSTRUCTION.

CLASS 33.—HARDWARE.—D, OF NEW YORK, FOR PHILADELPHIA YARD.

Bids:	D, of New York	$10, 444 55	*Vide* Report, pp. 870, 889.
	Grove & Ambruster	11, 738 64	
	C, of New York	14, 038 20	
	Charles McGriskey	10, 480 54	

This contract with D, of New York, correctly computed, amounts to $12, 444 55. It should, therefore, have been awarded to Grove & Ambruster, or Charles McGriskey. Difference against government, $1, 964 01.

$12, 444 55 paid by government for the merchandise.
Next lowest bid.... 10, 480 54

1, 964 01 realized by D, of New York, by unfortunate (!) arithmetic.

CLASS 41.—GLASS.—WITH A, OF NEW YORK, FOR NEW YORK. Report, p. 886.
As stated in scale of bids.....$1, 278 65. Correct computation.....$1, 478 65.

CLASS 39.—LINSEED OIL, &c.—BY B, OF NEW YORK, FOR PHILADELPHIA YARD.

Bidders:	Simes & Son	$4, 874 50	*Vide* Report, pp. 870, 892.
	Burnet Forbes	4, 512 75	
	D, of New York	4, 724 00	
	B, of New York	4, 106 00	
	C, of New York	4, 474 00	

The correct computation of the contract published is $2, 918. Reference to the actual contract must be had to explain discrepancy.

CLASS 41.—WITH A, OF NEW YORK.—GLASS.—WASHINGTON YARD.

As stated in bids, Report, p. 871	$592 00
Correct computation, Report, p. 897	652 50

BUREAU OF ENGINEERING.

CLASS F, BROOKLYN.—TOOLS FOR ENGINEERS.—D, OF NEW YORK.

☞ ONLY BIDDER D, of New York, $1, 920 25. Report, p. 974.

The contract, as printed, correctly computed, is $1, 623 25. Report, p. 979.
Making two chests of tools, complete, $150, instead of $1 50, the contract will add $1, 920 25.
$150 for engineers' chests is an enormous price; $25 to $50 will furnish all that is wanted. In Charlestown the article required cost $24 each.
Realized by D, of New York, on one item, $200 above fair price; only bidder.

CLASS R, BROOKLYN.—C, OF NEW YORK.

Bids:	Zeno Secor	$8, 221 74	Report, pp. 974, 981.
	D, of New York	8, 794 05	
	C, of New York	7, 801 66	

The contract, correctly computed, amounts to	$8, 497 54	
And should have been awarded to Z. Secor for	8, 221 74	
The government loses	275 80	Realized by C, of New York.

CLASS 33 X, BROOKLYN.—HARDWARE.—B, OF NEW YORK. Report, pp. 974, 983.

Bidders:	D, of New York	$1, 546 25	As printed, correct computation is $1, 359 20. Making gongs $20 instead of 20 cents will make $1, 398 80.
	C, of New York	1, 590 75	
	B, of New York	1, 398 80	

CLASS R.—SHIP CHANDLERY.—WASHINGTON.

ONLY BIDDERS:	C, of New York	$9, 957 00	Report, pp. 975, 988.
	A, of New York	8, 954 00	

Correctly computed, as printed, it amounts to	$10, 752 00	
Next lowest bid	9, 957 00	
Difference	795 00	Realized by A, of New York.

Not many of the contracts with other bureaus, and at other times, have been computed by the writer.

CLASS 23.—YARDS AND DOCKS.—BROOKLYN.—BELTING, ETC.

Contract with D, of New York.

Bids: D, of New York	$6, 071 80	Report, pp. 649, 712.
Correctly computed, the contract is	$7, 071 80	
The next bid is	6, 232 37	
Therefore government suffers loss of	839 43	

In cases like the above, the prices obtained having been excessive and unreasonable, ought not the differences to be demanded of the parties?

The losses to government, so far discovered, are by	D,	$1, 964 01	Five contracts average a loss of about $1, 000 each.
	C,	275 80	
	A,	795 00	
	D,	839 43	
Like error of D, of New York, previously discovered by S. B. & Co.		602 75	
		4, 476 99	

Sufficient to pay a year's salary of a competent clerk in each bureau for the special purpose of examining computations.

STATEMENT No. 2.

Bids should not be indorsed with the numbers of the classes named within them.

(From such indorsements it may be learned, by clerks, that there are no bids

for certain classes; and, through collusion, exorbitant prices may be named for said classes. It is believed that in the case of certain contracts where enormous prices were obtained, such wrongful advantage must have been employed.) (Paper for Commissioner of the Naval Code, p. 3.)

Results may be known outside of government offices which are individual secrets within them. (*Vide* paper as above, p. 10.)

Extract from section 2 of the joint resolution regulating contracts with the Navy Department, approved March 3, 1863.

"*And be it further resolved,* * * * Every contract shall require the delivery of a specified quantity, and no bids having nominal or fictitious prices shall be considered. * * * * * *

"That if more than one bid be offered by any one party, by, or in the name of his or their clerk, partner, or other person, all such bids may be rejected."

An analysis of certain contracts and bids with the bureaus for the year 1863 will show that parties A, B, C, D,* of New York, obtained contracts of a most extraordinary character, involving great loss to the government. That in cases where there was *but one bidder*, the national treasury suffered severely from the lack of competition. That where only A, B, C, and D were bidders, the prices scale upward in the most remarkable manner, from a high starting point. That, in contrast with this, when competition appears from parties other than A, B, C, and D, with a marvellous intuition, one or more of A, B, C, and D moderate their views of the value of merchandise—approximating the judgment of the outside competitor, and frequently underbidding him altogether.

That when in June a more active competition was aroused, A, B, C, and D were found competitors in almost every class at prices as *extraordinarily low* as in February they were *extraordinarily high.*

Without further comment upon the developments in the following pages, it may safely be said that they demonstrate that certain bids and contracts, *very peculiar in their character, must have had a peculiar history;* that it is against probability to maintain that such bids and such awards could have been originated and consummated upon the judgment of any men in entire ignorance of the competition to which they were to be subjected.

Theories so self-evident as to be accepted as conclusions have been rife in the business community wherein there was knowledge of these contracts.

Now, by the publication of the bids and contracts in full, the veil of obscurity covering these transactions is so thin as transparently to reveal their wrong.

It will not be believed that such a series of erroneous computations and exorbitant bids could or would have been attempted without encouragement of impunity for the former, and evidence of opportunity for the latter.

This essential assistance must have been found within the bureaus. The "ring" entered the offices of the department in its circuit. Some parties in the interest of A, B, C, D, *had the keys of the drawers of the bureaus.*

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* It will throw additional light upon the *scheme* revealed in the subsequent pages to state that the parties A and D, of New York, if not partners in fact, have been intimately connected in business in New York, occupying the same premises and counting-room; and that C, of New York, "acted as agent for" A, of New York, "contractor."

☞ That C had a power-of-attorney filed at Portsmouth, "made by" A, "dated December 30, 1862," "to receive, sign, and collect all approved bills and moneys on my contracts for the year ending June 30, 1863." Requisitions were made upon C, attorney; therefore, vouchers in the bureau where his bids were received must have been evidence of his being agent for A. Thus, A, C, and D were probably one party. Ought not all their bids to have been rejected, as provided by act of Congress of March 3, 1863?

Analysis of certain bids and contracts under advertisement of Feb. 13, 1863.

BUREAU OF CONSTRUCTION.

CLASS 31.—ZINC AND TIN.—KITTERY YARD.

Bids: A, of New York	$11,860 00	Report of the Secretary of the Navy, page 866.
B, of New York	12,700 00	
C, of New York	11,940 00	

Contract with A, of New York. Report, p. 874.

100 lbs. antimony, 20 cents per pound.	$20 00	Fair market price, 18 cents	$18 00
4,000 lbs. sheet zinc, 18 cents per pound.	720 00	Bid by Smith Brothers & Co., at same date for Charlestown, 15 cts..	600 00
3,000 lbs. Banca tin, 70 cents per pound.	2,100 00	Do.....do.....57 cts..	1,710 00
3,000 lbs. slab zinc, 14 cents per pound.	420 00	Do.....do..... 9 cts..	270 00
10 boxes XK tin, $20 per box.....	200 00	Do.....do.....$20...	200 00
20,000 lbs. pig copper, 42 cts. per pound.	8,400 00	Fair market price, 39 cents on contract time, making	7,800 00
	11,860 00		10,598 00
	10,598 00		
Making.....	1,262 00	realized above market rates by A, of New York.	

COMMENTS.—On class 25, iron, and class 26, steel, on which there was competition of other parties than the above, the bids of A, of New York, approximated fair market prices. *Vide* Report, pp. 866, 873.

The above statement should be compared with prices for—

CLASS 31.—ZINC AND TIN.—BROOKLYN.—B, OF NEW YORK.

Bids: A, of New York	$4,353 00	Report, p. 869.
B, of New York	3,481 00	
Burnet Forbes, New York	3,436 00	
C, of New York	3,890 00	

Contract with B, of New York. Report, p. 883.

2,000 lbs. sheet zinc, at	15 cents per pound.
10 boxes tin plate, IX, 10 by 14	at $15 per box.
6.....do.....IXX, 10 by 14	at 20 do.
6.....do.....IXX, 14 by 20	at 16 do.
12.....do..... IC, 14 by 20	at 10 do.
4,000 lbs. Banca tin	58 cents per pound.
1,500 lbs. spelter solder.	25 do.

Aggregate	$3,481 00	
Burnet Forbes, $45 less	3,436 00,	rejected as a *fictitious bid.*
	45 00	

COMMENTS.—Low prices rejected as fictitious. High prices, as in the above instance, and others for Kittery, not regarded as fictitious.

CLASS 25.—IRON.—BROOKLYN.

Bids: A, of New York	$17,580 00	Report, p. 869.
B.....do	16,060 00	
C.....do	16,450 00	
David W. Weiss*	16,610 00	

Class 25.—Contract—Iron.—B, of New York. Report, p. 882.

200,000 lbs. round iron, from 3-16 to 2½ inches.....	6 cts. per lb.,	offered by Smith Bros. & Co., for Charlestown, at 4½ cts.
10,000 lbs. square iron, from ¼ to 2 inches.....	7....do.....	do.....do.....do.....
5,000.....do .....from 2½ to 5½ inches.....	4....do.....	at an average of market rates.
50,000 lbs. flat iron, from ¼ to 1 inch thick... 1½ to 9 inches wide..	4....do.....	
5,000.....do..... 1½ to 2 inches thick. 4 to 10 inches wide..	6....do.....	
5,000.....do..... ⅜ to ½ inch thick... 7 to 12 inches wide..	4....do.....	
2,000 lbs. wrought iron square nuts	18....do.....	
2,000 lbs. wrought iron six-sided nuts	15....do.....	
Total.....	$16,060 00	

Difference above fair price and price offered for Charlestown yard, on two sizes, and realized by B, of New York, $3,250 00.

**No such name as D. W. Weiss in the New York or Philadelphia Directory.*

A and C, of New York, demanded yet higher rates, according to above statement of bids.

Yet on the next class—No. 26, for steel—B, of New York, obtains the contract at very low rates, against the competition of S. Mulliken & Co., steel manufacturers.

How remarkable the *prescience* which enabled him to judge that no iron manufacturer or dealer would offer *iron* at less than twenty per cent. above ruling prices, but *steel* at market rates!

Competition, so naturally to be expected, appeared in the Philadelphia bids.

Bids: William F. Potts	$5,966 00	Report, p. 869.
B, of New York	5,523 00	

Prices on contract.—Class 25.—Iron.—B, of New York for Philadelphia. Report, p. 888.

52,000 pounds round iron,	3-16 to 3 inch	5 cents per pound.		Apparent result of competition; a liberal discount from prices for New York.
10,000...do.....do.....	3¼ to 4¾ inch	2 do.	do.	
13,000...do ..square	¼ to 3 inch	5 do.	do.	
30,000...do ..flat	¼ to 2 inch	4 do.	do.	
500...do ..thimble		5 do.	do.	

If B had bid for New York at same rates as for Philadelphia, the advantage to government would have been more than $2,000.

CLASS 41.—GLASS.—NEW YORK.

☞ ONLY BIDDER: A, of New York, $1,278 65. Report, p. 869.

Contract with A, of New York. Report, p. 886?

150 lights, double crown glass,	9 by 12	14 cents per light.	
100..do.....do.....	10 by 12	16 do.	do.
75..do.....do.....	10 by 14	16 do.	do.
25..do.....do.....	10 by 16	20 do.	do.
25..do.....do.....	12 by 12	20 do.	do.
25 .do.....do.....	12 by 14	40 do.	do.
37..do.....do.....	12 by 16	20 do.	do.
50..do.....do.....	14 by 18	25 do.	do.
25..do.....do.....	14 by 20	25 do.	do.
25..do.....do.....	16 by 24	30 do.	do.
20..do.....do.....	24 by 30	50 do.	do.

24 lenses, 12 in. diam., 1¼ in. thick, $20 00 each, offered by D, of N. Y., for Phila., at same time for $5 each.

10 deck lights, 10 by 3.....	1 00 "	
10.....do ..... 7 in.....	60 "	
50 doz. hexagon deck lights, 3 in .	17 50 per doz.....do.....do.....do.....	$12 per doz.
Total.....	1,278 65 erroneous computation; correct amount, $1,478 65.	

Difference against the government realized by A, of New York, on two items in the above, $635.

CLASS 41.—GLASS.—WASHINGTON.

☞ ONLY BIDDER: A, of New York, $592, as in statements of bids. Report, p. 871. As should be, according to the contract, $652 50.

Contract with A, of New York. Report, p. 897.

50 lights, glass, blue, red, and green, at	$1 50 each, worth	$0 75
100 lights, window glass, 10 by 12.....	50 each, offered by same party, as above, at	16
75..do.....do..... 12 by 18.....	60..do.....do.....do .....(14 by 18) at	25
50..do.....do..... 14 by 18.....	70..do.....do.....do..... at	25
50..do.....do..... 14 by 14.....	80..do.....do.....do .....(14 by 18) at	25
75..do.....do..... 13 by 16.....	90..do.....do.....do .....(14 by 18) at	25
100..do.....do..... 12 by 14.....	1 00..do.....do.....do..... at	20
6 glaziers' diamonds	15 00..do.....do.....do ...Portsmouth, at	6 00
Total.....	652 50 Total	247 00

The glass, etc., could have been supplied at $247. Excess against government $405 50, realized by A, of New York. But, on

CLASS 41.—GLASS.—PORTSMOUTH,

J. H. Bailey bid for.....	$518 00	Report, p. 876.
A, of New York, bid for	437 50	

Contract with A, of New York. Report, p. 876.

50 deck lights, 9 by 3¼, at $1 each.

50 deck lights, 9 inch diameter, by 1¼ thick, $3 75 each.	Compared with lenses 12 by 1¼ inch at $20, as above.
100 port lights, 7 inch diameter, by 1¼ thick, 2 00 each.	

Remarkable! That the competition in Portsmouth should have been *pre*-supposed, with such diminishing effect on prices!

CLASS 28.—IRON NAILS.—BROOKLYN.—B, OF NEW YORK.

Bidders: A, of New York	$1,421 00	Report, p. 869.
B, of New York	1,370 00	
C, of New York	1,784 00	

In this contract $400 are paid to B, of New York, on 14,000 pounds of nails, more than to Smith Brothers & Co., on like quantities of same description for the Charlestown yard.

CLASS 33.—HARDWARE.—BROOKLYN.

Class 33.—A, of New York (only bid.) $22,585 40. Report, p. 869.

Foot note states: "Rejected; prices too high." If the law admitted the rejection of this contract on account of excessive prices, it is to be regretted that the other contracts executed with this and other New York parties were not rejected for like reason.

It would be interesting to examine the bid, to judge of the prices which it was considered by the bidder as practicable to propose in a public competition.

CLASS 34.—TOOLS FOR STORES.—BROOKLYN.

ONLY BIDDERS:	A, of New York	$4,807 20	Report, p. 869.
	C, of New York	4,868 50	

In this contract, largely assorted, 10 jack-screws are at $120 each, worth $20 each. *Vide* Report, p. 885.
Realized by A, of New York, on this item, $1,000.
The relation of C, as agent, with power of attorney for A, at this time should be remembered; as, in fact, here would be on this class but one bidder.

CLASS 33.—HARDWARE.—D, OF NEW YORK, FOR PHILADELPHIA.

Bidders:	D, of New York	$10,444 55	Report, p. 870.
	Grove & Ambruster	11,738 64	
	H. J. Collins & Co	14,038 20	
	C. M. Griskey	10,480 54	

The computation of this class (against the government to the amount of $1,964 01) is remarked, p. 10.

Analysis of prices of Class 33. Report, p. 889.

On several articles the prices are enormous. Composition spikes, 50 cents and 40 cents per pound, worth 36 cents. In one case the price is printed $5 per pound; it must be this is an error for 50 cents. Copper tacks 75 cents per pound, worth 58 to 63.
Brass screws offered for Portsmouth, same sizes, at $3 per gross, are in this contract $6 per gross. For Charlestown, same date, contracted by Smith Brothers & Co. at $2 50.

Difference against government on 350 gross brass screws, at $3	$1,050
Difference against government on 17,000 pounds spikes, at 4 cents	680
Difference against government on 5,000 pounds spikes, at 14 cents	700
Realized by D, of New York, through unskilfulness (!) in computation	2,430

Comparison of bids on white ash oars.

Three competitors in one case; an *only bidder* in the other.

CLASS 14.—FOR KITTERY AND WASHINGTON.

Kittery.—Bids:	John H. Broughton	$372 00.	Report, p. 866.
	George T. Vaughn	324 00.	
	Windsor & Whitney	384 00.	

Contract with George T. Vaughn. Report, p. 872.

4,800 feet best quality white oak oars, at 6 3-4 cents per foot.

Washington.—ONLY BIDDER: A, of New York, $1,200. Report, p. 871.

Contract with A, of New York. Report, p. 894.

5,000 feet white ash oar rafters, at 24 cents per foot.
Difference against government $912 50, realized by A, of New York, only bidder.

CLASS 31 X.—TIN, COPPER, &c.—BROOKLYN.

Bids:	D, of New York	$7,108 50	Report, p. 974.
	C, of New York	6,692 50	
	Burnet Forbes	8,765 00	
	B, of New York	6,545 00	

Contract.—Class 31 X.—Tin, Copper, &c.—B, of New York.—Brooklyn. Report, p. 983.

3,000 pounds Banca tin,	70 cents per pound	$2,100 00	Worth, as supplied elsewhere, 57	$1,710	00
150 pounds spelter solder,	30.....do.....	45 00	Worth, say.....30	45	00
2,500 pounds Silesian spelter,	10.....do.....	250 00	Worth, say..... 9	225	00
10,000 pounds ingot copper,	40.....do.....	4,000 00	Worth, at contract time.....39	3,900	00
200 pounds bolt copper,	75.....do.....	150 00	Worth, at.....do.....42	84	00
		6,545 00	At above fair prices, cost.....	5,964	00
		5,964 00			
		581 00	Realized against government by B, of N. Y.		

Analysis of certain bids and contracts under advertisement of February 13, 1863.

BUREAU OF STEAM ENGINEERING.

CLASS A.—BOILER IRON AND RIVETS.—FOR KITTERY YARD.

Bids:	B, of New York	$6,030 00	*Vide* Report of the Secretary of the Navy, p. 973.
	A, of New York	4,227 50	
	C, of New York	4,980 00	

Contract with A, of New York, for Kittery Yard. Report p. 975.

15,000 lbs. best charcoal flange iron, as required, at 10½ cents,		Price of C. E. Pennock & Co., same date for Washington yard.	7¼ cents.
500 lbs. assorted angle iron	at 8 "	.....do.....	8 "
15,000 lbs. boiler iron, as required	at 16 "	.....do.....	7¼ "
2,000 lbs. boiler rivets, ½ inch and over	at 12½ "	.....do.....	8½ "
Total	$4,227 50	At above prices, would cost	$2,535 00
	2,535 00		
Difference realized by *A against* government.	1,692 50		

QUERY.—If *such prices* made the bid $4, 227, what extraordinary prices must B and C have devised to make the iron cost $4, 980 and $6, 030?

COMMENT.—Under advertisement of May 23, 1863, the same party contracts to supply the same iron for 7¼ cents per pound, and rivets at 10 cents per pound. Then there were other competitors than A, B, C, and D, of New York.

CLASS R.—SHIP CHANDLERY.—WITH A, OF NEW YORK, FOR WASHINGTON. *Vide* Report, p. 988.

☞ ONLY BIDDERS: C, of New York.....$9, 957 00 Report, p. 975.
A, of New York..... 8, 954 00 Erroneous computation; $1, 798 minus.
Correct computation.....10, 752 00

In this case, as in others of like arithmetic, while prices are enormous the aggregate is minus. It is apparent, of course, that the articles, being delivered from time to time as required, at the prices set against them, the entire excess on said prices is received by the contractor, although the aggregate of the bid is lowest on the scale.

50 reams of emery cloth....at	$40 00 per rm.	; contracted for Brooklyn, in Aug., at	$25 00
1, 000 lbs. cotton packing yarn, at	1 60 per lb.	; .....do.....do..... in July, at	60
2, 000 lbs. oatmeal .....at	16 per lb.	; .....do.....Washington...do.. at	09
500 lbs. brass bell-wire.....at	75 per lb.	; .....do.....Brooklyn, at same time	30
100 lbs. copper bell-wire.....at	80 per lb.	; .....do.....do.....do.....	50
100 lbs. steel bell-wire.....at	1 50 per lb.	; .....do.....do.....do.....	10 worth about 30.

Difference against government on the above items, realized by A, of New York; A and C, his attorney, only bidders, $2, 265.

CLASS A.—BOILER IRON.—PHILADELPHIA.

Bids: B, of New York.....$280 00
D, of New York..... 394 00
C. M. Griskey..... 300 00
C, of New York..... 300 00
} Report, p. 974.

Contract with B, of New York. Report, p. 984.

2, 000 lbs. boiler plate, at 14 cents, worth 7¼.....$155.

$280 00
155 00

Difference against government..... 125 00 Realized by B, of New York.

D asked the *modest*, yet *cautious* (!) *fractional* price of 19.70-100 cents per pound; C, of New York, 15 cents.

CLASS A.—BOILER IRON TUBES, &C.—BROOKLYN.

☞ ONLY BIDDER: D, of New York, $21,612 18. *Vide* Report, p. 974.

Contract. Report, p. 978.

115,210 lbs. boiler plate, as per description, 11¼ cents,		price of C. E. Pennock & Co., same time, 7¼ cents. price of A, of New York, in May.....	7¼ cents.
1,000 lbs. band iron	7 cents	.....	say, 7 cents.
2,000 feet lap welded boiler tubes.....	$3 80 per foot*	.....	50 cents per foot.
300 lbs. brass tubes.....	50 per lb.	.....	say, 50 cents per lb.
25 sheets Russia iron.....	25 per lb.	.....	say, 25 cents per lb.
1,500 lbs. angle iron, assorted	6 per lb.	.....	say, 6 cents per lb.
1,500 lbs. T iron, assorted.....	6 per lb.	.....	say, 6 cents per lb.
Total.....	$21, 612 18	At above prices would cost..	$10, 403 78
	10, 403 78		

Difference against government on two items,
Boiler iron, 11¼, worth 7¼.....
Boiler tubes, 3 80, worth 50 .....
} $11, 208 40 } This amount above fair prices, realized by D, of New York, only bidder.
Report, p. 102.

Remarkable! that such *presumption* as to *opportunity* should be successful! Fortuitous *supposition!* that neither Messrs. Pennock & Co., nor any other manufacturer or dealer, should compete against $11,000 profit on $10,000 worth of iron for New York!

CLASS C.—BROOKLYN.—LARD OIL.

Bids: D, of New York $1, 430 00
B.....do 1, 400 00
} Report, p. 974.

Contract.—B, of New York.—Brooklyn. Report, p. 979.

1,000 gallons lard oil, at $1 40, worth $1 10. Difference realized by B, $300.

CLASS C.—LARD OIL.—FOR WASHINGTON.

King & Burchell bid at $1 12.....Report, p. 985.
B, of New York, received contract at $1 10 per gallon.
$1 40 in New York—$1 10 in Washington! What magical foresight of competition!

* Price of same party for same article in May.—(See Report, pp. 1021 and 996, in competition with Morris Tasker & Co.)

CLASS Q.—FOR PHILADELPHIA.—SPERM OIL.

Bids:	B, of New York	$2,350 00	C. M. Grisky $3,000 00
	D.....do	2,400 00	C, of New York 2,669 00

Report, p. 975.

Contract.—Class Q.—Sperm oil.—B, of New York, for Philadelphia.

Forbes did *not* bid $1 70 as below for New York; and 1,000 gallons oil cost $2 35 per gallon!
C bid $2 66 per gallon. Grisky bid $3 per gallon; worth not over $2 15.
D bid $2 40 per gallon.
Realized by B above market rate on 1,000 gallons, $200.

What remarkable coincidence of judgment with these four parties as to the absence of other competition in oil for Philadelphia, and the extraordinary prices each other would demand!

CLASS Q.—SPERM OIL.—NEW YORK.

Bids:	D, of New York	$6,000 00
	C.....do	6,500 00
	Burnet Forbes	4,250 00
	B, of New York	4,200 00

Report, p. 974.

Contract.—Class Q.—Sperm oil.—Brooklyn.—B, of New York.

2,500 gallons best winter-strained oil, per gallon ..... $1 68 } *Vide* Report, p. 980.
Burnet Forbes bid, per gallon ..... 1 70 } 2 cents difference!

CLASS Q.—SPERM OIL.—WASHINGTON.

Bids:	C, of New York	$11,000 00
	A.....do	12,400 00
	W. A. Wheeler	9,840 00
	B, of New York	9,760 00

Report, p. 975.

Contract.—Class Q.—Sperm oil.—B, of New York, for Washington. Report, p. 987.

4,000 gallons winter-strained sperm oil, $2 44 per gallon!

C bid.....$2 75 per gallon.....
A bid..... 3 10....do.....
W. A. W. bid.. 2 46....do.....
} Worth $2 10 to $2 15. { Realized against government, above $2 per gallon, by B, $1,760.

☞ Result, where Forbes competed in New York: $1 68 and $1 70.
In Washington ..... 2 44 and 2 46. 2 cents difference again!

CLASS F.—KITTERY.—THE WRENCH CONTRACT. *Vide.* Congressional Globe, January 9, 1864.

Bids:	B, of New York	$5,039 00
	A.....do	4,687 00
	C.....do	4,700 00

Vide Report, p. 973.

Contract.—Class F.—Miscellaneous tools for engineers, with A, of New York.—Kittery. Report, p. 976. Date of contract April 7, 1863.

2,000 lbs. of cotton wiping waste, 80 cts. per lb., $1,600 00, contracted for by Smith Bros. & Co., for Charlestown, same date, at 40 cts. pr. lb.

3 anvils, about 200 lbs	$50 00	each	150 00	do	do	in July, at	$30 00 each.
18 chopping axes, handled	3 00	"	54 00	do	do	do	1 25 "
12 small axes	1 50	"	18 00	do	do	do	75 "
6 calipers	2 00	"	12 00	do	do	do	50 "
6 dividers	2 00	"	12 00	do	Kittery	do	70 "
4 grindstones, 150 lbs	30 00	"	120 00	do	Charlestown	do	4 50 "
6 hydraulic jacks	290 00	"	1,740 00	do	Kittery	do	83 20 "
4 scale beams	50 00	"	200 00	do	do	do	6 50 "
12 sleyes	5 00	"	60 00	do	do	do	1 38 "
50 scoop shovels	2 00	"	100 00	do	Charlestown	do	95 "
6 steel squares	2 00	"	12 00	do	Kittery	do	75 "
6 iron squares	1 50	"	9 00	do	do	do	23 "
4 doz. Coe's monkey wrenches, assorted.	15 000*	"	600 00	do	$10 50 10 in.	$15 16 in. do	12 75 doz.
			4,687 00	At above prices would cost			1,592 84
			1,592 84				
Difference against government			2,094 16				

$2,094 16! realized by A, of N. Y.

REMARKS.

Query.—With such marvellous prices for the *lowest* bid, what must have been the *estimate* of the *competition* by B & C, of New York?

The theory of Senator Grimes upon this contract was entirely inapplicable.

* Each probably should be per dozen.

The contract was executed under the act of March, 1863, requiring the delivery of quantities specified—"no more and no less." The prices are all worthy of confederate markets. If not "fictitious," they were certainly "too high."

The senator argued that the contract was like those of former years, under the law of August 5, 1855; thus, "When the bidder comes to supply the government with the articles for which he has obtained a contract, he supplies only a few of those articles that are put in at a very small price, and a great many of the articles that are put in at a very large price. The government, by the law of Congress, (act of 1855,) is required to take the lowest aggregate bidder," &c., &c.

It will be seen that the argument was entirely irrelevant to the facts in the case; and it is hereinafter demonstrated that the practice of bureaus, as to the acceptance or rejection of bids, was quite to the contrary *in certain cases.*

Bids rejected for fictitious prices.

CLASS 10.—WHITE PINE MAST TIMBER.—BROOKLYN.

Bidders: Burnet Forbes	$27,960 00	Report, p. 869.
James Bigler	2,928 00	
Forbes's bid was 732 inches, at $30 per inch	$27,960 00	*Vide* Report, p. 881.
Bigler's contract was 732 inches, at 4 cents per inch	2,928 00	

Forbes's bid being 7½ times Bigler's price, was sufficiently fictitious, certainly, for the rejection of his bid: yet the wrenches were contracted for at 12 times the price in other contracts, and boiler tubes at 7 times, &c. The "fictitious" criterion was not applied to wrenches and tubes; A and D were bidders.

CLASS 38.—COLORED PAINTS.—DRYERS.—BROOKLYN.

Bidders: A, of New York	$1,420 00	
Burnet Forbes	1,141 00	Rejected for fictitious prices.
C, of New York	1,198 00	Contract, p. 886.

3,000 pounds lead, dry	14¼ cents per pound.			Forbes's bid	15
3,000 pounds litharge, dry	14¼	do.	do.	....do	14
1,500 pounds chrome green, dry	20	do.	do.	....do	16
100 pounds brown manganese	3	do.	do.	....do	1
250 pounds patent dryer	10	do.	do.	....do	12

Considering the many grades of colored paints, the above prices of Forbes's can hardly be considered fictitious, especially since in a contract awarded for Philadelphia, same class, (report, p. 892,) the chrome green was at 5 cents per pound; trebly as fictitious.

CLASS 31.—ZINC AND TIN.—BROOKLYN.

Bidders: A, of New York	$4,353 00
B, of New York	3,481 00
Burnet Forbes	3,436 00
C, of New York	3,890 00

Contract, p. 883.

2,000 lbs. sheet zinc	$0 15 per lb	Forbes' offer	$0 15
10 boxes tin plate, IX., 10 by 14	15 00 per box	do	15 00
6 boxes...do ....IXX., 10 by 14	20 00 per box	do	17 00
6 boxes...do ....IXX., 14 by 20	16 00 per box	do	3 33⅓*
12 boxes...do .... IC., 14 by 20	10 00 per box	do	12 00
4,000 lbs. Banca tin	59 per lb	do	59
1,500 lbs. spelter solder	25 per lb	do	24

* The price, $3 33⅓ per box, for tin, is evidently a fictitious price, and should have caused the rejection of the bid under the act of March 3, 1863. The difference from a fair price amounted to about $100.

Yet, in class 25, for Washington, awarded to B, of New York, 10,000 lbs. round iron, 3½ to 4¾ inches, were contracted at 2 cents per pound, market price being 5½ cents. Again the "fictitious" criterion is spared; fortunately for B.

Decisions upon the acceptance or rejection of bids.

It has been stated, in explanation of the anomalous contracts above noticed, that the department "had no alternative" but to accept "the lowest aggregate bidder." In addition to the provision of the act of March, 1863, for the rejection of bids containing fictitious prices, the report indicates that ample authority was exercised in reference to some cases, which might have remedied the wrongs in all contracts.

Pages 868, 869, contain scales of bids, to which are appended foot notes as follows:

† Rejected for fictitious price.

‡ Rejected for fictitious bids.

§ No contract made; prices too high.

Here are rejections of bids for prices too high and prices too low. Yet,

A, of New York, had round iron for 6 cents per pound, p. 873; B, of New York, for 2 cents per pound, p. 888.

A, of New York, had lenses, 7 inches × 1½, for $2 each; A, of New York, 21 inches × 1½, $20 each.

A, of New York, had Banca tin at 70 cents, p. 874; B, of New York, had tin at 58 cents, p. 883.

C, of New York, boiler iron at 11¾ cents, p. 978; A, of New York, boiler iron at 16 cents, p. 975.

C. E. Pennock & Co. contracted for boiler iron at same date at fair price of 7¾ cents.

The oil contracts present the most remarkable fluctuations of prices, *undisturbed by decisions* as "fictitious" or "too high."

Contracts of B, of New York, for sperm oil, under advertisement of February 13, 1863.

Kittery.	Charlestown.	New York.	Philadelphia.	Washington.
No contract.	$1 65.	$1 68.	$2 35.	$2 44.

MARKET PRICE FOR PURE SPERM OIL, ABOUT $2 10 TO $2 15.

Contracts with B, of New York, for sperm oil, under advertisement of May 23, 1863.

Kittery.	Charlestown.	New York.	Philadelphia.	Washington
$1 50.	$1 10.	$1 10.	$1 50.	$1 75.

What *astuteness of judgment*, by which this party swept *all contracts* again in June against *forty-four* bidders in the different yards, at prices as much *below* as were had in February *above* market rates!

It does not appear that any of the bids of B, of New York, were rejected. Contracts were executed with him at *fifty per cent.* less than the market price, on a standard article like oil, as well as at *fifteen per cent.* above. Yet (p. 869) three bids of Burnet Forbes (representing, it is said, a party formerly connected with B in the oil trade) are rejected for fictitious prices; which bids otherwise would have taken the contracts, and wherein the prices are but from *one and a half* to *five per cent.* less than those of said B, of New York.

Statement of the aggregate loss to government upon the contracts analyzed.

Amounts of the contracts as awarded—	Excess in these contracts above market rates, or prices on other bids at the same time—
$11,860 00	$1,262 00—v. p. 18.
16,060 00	3,250 00—v. p. 20.
1,278 65	635 00
652 50	405 50
1,370 00	400 00
4,807 20	1,000 00
1,200 00	912 50
6,545 00	581 00
4,227 50	1,692 50

$8, 054 00	$2, 265 00	—v. p. 29.
21, 612 18	11, 208 40!	—v. p. 31.
280 00	125 00	
1, 400 00	300 00	
2, 350 00	200 00	
9, 760 00	1, 760 00	
4, 687 00	2, 094 16!	—v. p. 34.
96, 144 03	28, 091 06	

Thus it appears that the government suffered, on awards of....	$96, 144 03
The amount of	28, 091 06
And by erroneous computations	4, 476 99
Total	32, 568 05

The analysis above, with the statement of aggregate loss to government, all apply to the awards under advertisements of Bureaus of Construction and Engineering, of February, 1863, with the exception of one erroneous computation from the Bureau of Yards and Docks.

AWARDS IN JUNE.

On the morning of the 24th of June, 1863, the honorable Secretary of the Navy, acting upon special information received, took prompt and judicious measures for the protection of an opening of bids to be made that day. Several mercantile houses of Boston were by mutual arrangement represented on the occasion. The opening was, according to their request, prosecuted through a continuous sitting. Bids were inspected, copies taken, &c., &c. The interesting revelations made at that time do not appear in the reports of the bureaus.

Incorrect arithmetic, to the disadvantage of government, (if executed in contract as in February,) had become contagious.

figured 10, 000 lbs. round iron, at 4 cents,	$40 00	instead of	$400 00
30, 000 lbs. round iron, at 5½ cents,	1, 350 00	instead of	1, 650 00
5, 000 lbs. round iron, at 4 cents,	150 00	instead of	200 00
10, 000 lbs. square iron, at 4¾ cents,	40 00	instead of	475 00
100, 000 lbs. flat iron, at 4½ cents,	4, 000 00	instead of	4, 500 00

Total of bid was, as read, $17,082; as corrected in report, $19,252 50, &c.

OIL *was caught and secured by government at a bargain, so far as price was concerned*, as follows:

	Charlestown.	Brooklyn.	Philadelphia.	Wash'ton.
The price was in February.....	$1 65	$1 68	$2 35	$2 44
The price was in June.....	1 10	1 10	1 50	1 75
Price of next lowest bidder in June,	1 70	1 49	1 70	1 90

It is to be noticed from the scale that the price is not CARRIED UP to within *two cents, three cents*, and *five cents* of the *next bidder*, as shown in five cases in the analysis of the oil contracts. Pp. 32, 33.

But one additional illustration will be given. The lowest bid for the iron contract for construction was, as above shown, erroneously figured at $17,082.

The next highest was *executed with a false addition of* $1,000 *against the government*; $17,830 instead of $18,830, the correct total by the prices; this contract was afterwards cancelled.

It was not until inquiry concerning the contract by Smith Brothers & Co., by their letter of September 5, 1863, that the contract was awarded to them. This delay of nearly two months in the award of the contract would have warranted the refusal of the contract by S. B. & Co., as iron had advanced, involving a loss to government.

CONCLUSIONS.

From experience and the above investigations the writer has been led to the following conclusions:

1st. That the present system of contracts for limited quantities of merchandise, by awards after public competition, is practicable as fair and just for all concerned, provided it is administered *faithfully, shrewdly,* and *accurately;* while it is apparent that without *faithfulness, shrewdness,* and *accuracy,* any system may be corrupted.

2d. That all the safeguards advocated by the writer, to the commissioner of the naval code, for the protection of public biddings, are none too many or precise for the public good. Officers of government should not be satisfied merely with their own belief that *no wrong* is committed; but should be eager to arrange evidence for the public that *no wrong* CAN *be committed.*

3d. The importance of a system for the duplicate verification of all weights, measures, and counts, by competent and responsible officers, as advocated to the commissioner, is fully demonstrated.

Extensive contracts having been made for a standard article, at half its worth, upon the general principle stated by the honorable Secretary that such bargains indicate fraud, the above recommendation has peculiar force.

Yet, without special occasion for suspicion, it is apparent that the weights of coal, iron, hemp, &c., in navy yards, should be subject to more responsible supervision than of one individual, receiving, say, $600 per annum; that oils and other liquids should be gauged at once upon receipt within the gates; and that all weights and measures should be vouched for in duplicate, and permanently recorded.

It is believed that inquiry will reveal the absence of due precaution in this matter. If such is the fact safeguards should be temporarily supplied until a secure system can be established by law.

4th. Adopting again the language of the previous paper, it may well be questioned whether it is practicable for chiefs of bureaus, absorbed with scientific investigations as to efficiency of ordnance, construction of monitors, improvements in engineering, efficiently to superintend, as is proposed, great expenditures for supplies. The above is additional evidence not only that they are unacquainted with market values, but that they are necessarily, by their vocations, unskilled in the stratagems of the trading world; and therefore it would be against the interests of the nation to commit entirely, as is proposed, to bureaus, close corporations, the control of an expenditure of, say, $50,000,000 to $75,000,000.

F. W. S.

REPLIES OF THE BUREAUS.

NAVY DEPARTMENT, BUREAU OF YARDS AND DOCKS.
February 11, 1864.

SIR: I have the honor to acknowledge the reference to this bureau of your letter of the 5th instant, covering a pamphlet published by Mr. Franklin W. Smith, of Messrs. Smith Brothers & Co., of Boston, alleging sundry errors in some of the bureaus, naming them, and objecting to the manner of conducting their business, with intimations of fraud on the government from neglect by its agents.

In the "appendix" to Mr. Smith's letter it is stated that "bids have been received containing arithmetical errors, but all against the government." This statement upon first sight is calculated, and was doubtless intended, to excite suspicion, but a very slight examination of the matter will disclose the fact that if an arithmetical error is committed it *must necessarily* be against the government, for no arithmetical error can be made by which a contract shall be awarded to a person whose bid is really lower than the lowest bidder. Therefore there is nothing remarkable that all the errors are against the government.

I observe but one error noticed in the pamphlet against this bureau, and that is for "class No. 23, for belting, packing and hose," for New York. On examining the original bid I find that the contract was awarded to C. W. Scofield, the error being for 1,000 feet of hose, at $1 20 per foot, carried out $1,200; in footing up the aggregate the figure 1, in the column of thousands, was omitted. This class was examined by chief clerk, Mr. Bronaugh, and afterwards by Mr. Merritt or Mr. Wall, (I do not discover which by the marks,) and the error not detected, and the contract awarded on the bid, which was $839 43 over the next lowest bidder, Mr. Stover. I observe that the bid was added up by the bidder and noted in pencil, which seems to have been rubbed out and ink substituted.

I am exceedingly mortified that such an error should have occurred which bears on its face carelessness; but I am confident that no collusion or erroneous exhibit was intended by the clerks. I have the utmost confidence in the honesty and fidelity of these gentlemen; and, in explanation, I beg to remark that when the number of bids received by the bureau in June last is considered, it appears remarkable that even the Messrs. Smith Brothers & Co. have only discovered one arithmetical error in the computations.

There were in all 846 bids received, containing each from two or three to upwards of 340 articles in the class; many of the classes are long, contain a large number of articles, and these are generally the classes for which a great many bids are received.

The season was far advanced and the bureau was anxious to have the contracts executed as soon as possible in order to save what little remained of the working season; the computation of these bids required no very extensive knowledge of mathematics, but did require much labor and patience, and I am surprised that no more errors were detected by this astute merchant in hardware.

(One error was detected by the bureau after the contract had been awarded, and the contractor was immediately notified that the class awarded to him should have been given to another bidder, which was accordingly done.)

The system of contracts under the laws is tedious and embarrassing, and in construing them difference of opinion may occur, so that the rule in making decisions may not be uniform.

Congress has never passed the navy appropriation bill till the last days of the session, and seldom at the long session till after the fiscal year for which supplies are required had commenced.

The law requires goods to be scheduled in classes, and afterwards advertised once a week for four weeks. It is impossible for the bureau to schedule for articles required to be advertised for before the appropriation shall have been made, because the objects under this bureau are so many and so various that no action can be taken till after the appropriation shall have been approved. After it is known what objects have been appropriated for, the bureau refers a list of them to the commandants of the different yards for schedules for what may be required to complete the objects named. It consumes weeks and sometimes months to obtain these schedules, so that the bureau has little time to revise them, and cannot correctly judge of their necessity; that must be referred to the yards. After these schedules have been received they must go to the printer for publication, proof-sheets all examined, which form quite a book, and when completed advertisements are issued for four weeks.

After bids are received they are opened in the presence of three persons, and with open doors for all persons who desire to be present. One person opens the bids, and this is generally done by myself, sometimes by the engineer of the bureau; another enters the number and name of bidder, number of class and articles bid for, and aggregate of each class, on a large sheet called the scale, (which was open to the inspection of bidders, and scanned very closely;) another clerk enters on the bid its number, number of class or classes, and bidder's name, also the same on the envelope. When this is done, two and sometimes three clerks are assigned the duty of examining each bid to see if the figures are correctly carried out and the aggregate correct, and then the bids are again computed when copied on the schedule to be attached to the contract, and errors corrected when discovered during this process.

When bids are received, the date of reception is indorsed on the envelope and they are deposited in a trunk kept in my room, which is locked, the key put into my private drawer, and the key of that drawer carried in my pocket, and the same care is taken with the bids at the close of each day.

When examining the bids, I directed three clerks to take them home to compute, to facilitate the work, keeping the scale in the trunk, so that no change could be made without discovery and explanation in comparing the bids with the scale.

I merely mention the *modus operandi* to show how much time must be occupied before contracts can be awarded and four copies of each made, which induces me to hurry forward the execution of the contracts to prevent large purchases being made in the mean time in open market by the navy agents.

Mistakes will occur, and in pushing the clerks to the utmost tension of their endeavors to complete the contracts, they are therefore more liable to mistakes.

You will bear me witness how ardently I have desired to break up the present system of contracts. The veil which covers the object and causes great competition for contracts is not transparent to all, as I believe in most cases it is, in reality, to obtain the orders for open purchases, which are given by the navy agents at Boston and New York, mostly to contractors. At New York they seem to be divided among a few, which Mr. Smith designates as the "ring;" while at Boston Messrs. Smith Brothers & Co. appear to get the lion's share.

I know of no good reason, or even a plausible one, why the navy agents should send orders for goods in open purchase to contractors, whether the goods required are in their line of business or not, without instituting inquiries of other parties dealing in the line of articles required. This practice I have in vain endeavored to correct, as the records of this bureau will show.

The department directed inspectors of bills to see that the prices for articles procured in open market were fair. The action of the inspector at Boston the friends of Messrs. Smith Brothers & Co. have strenuously endeavored to defeat.

The *assignment of contracts* is forbidden by orders and by law; but agents

of parties obtaining contracts, not resident at the place of delivery, are required to appoint agents at such places of delivery, that they may be called on for supplies when wanted, and they, if having a power of attorney from the contractor, can receive the money on approved bills, in the name of the contractor.

Mr. Smith is certainly entitled to great credit for his patriotism in attempting to correct abuses in the Navy Department. He states in this pamphlet that he sent *a tall soldier*, six feet and one-half inch high, to the army to fight the battles of his country. This shows how his patriotism governs his actions over all other considerations. But, if the extent of a man's patriotism is to be measured by the height of the soldier furnished, Mr. Smith's patriotism is exceeded by one of the clerks in this bureau; for while Mr. Smith claims only six feet and one-half inch for his soldier, this clerk has furnished a man six feet and three inches high.

Nearly all the safeguards advocated as reforms by Mr. Smith to the commissioner of the naval code are, if the orders of the Navy Department are adhered to, practiced. In this connexion it is remarkable that this reformer did not suggest some safeguards against imposition in the manner of procuring goods in open purchases. But the idea of not allowing an indorsement on a bid received of its number, name of bidder, and number of class, because the clerks will then know the bidder's name and class bid for, is simply ridiculous. How can the business be conducted, the bids scaled, scanned, and contracts made, without the knowledge of clerks? Though *I* keep the keys, as before stated, there is no clerk in this bureau whom I would hesitate to trust my keys with.

In the time Messrs. Smith Brothers & Co. have been contractors with the Navy Department, none have, as I believe, exceeded them in the number of fictitious bids, and none who have offered so large a class of goods at the higher prices over the stipulated quantities in the contract at the Boston yard.

I undertake to say that neither this firm nor anybody else can execute the law of Congress approved March 3, 1863, (which Mr. Smith claims to have suggested,) to the letter, in all respects, if contractors are disposed to evade it. There are terms required which cannot be reached and executed to the letter. Since, however, the matter has been brought before Congress, in both houses, I desire to see a full investigation into the contract system and its operation, as well as to the manner practieed in open purchases; and that witnesses be summoned before the committees to show how the business of supplies is conducted at all the navy yards, that remedies may be suggested and applied to correct abuses and irregularities.

It will be singular if this faithful advocate of the government, in an amount of supplies of over $1,000,000, (a usual mercantile per-centage on this amount alone would be a small fortune,) should be found free from selfish motives in all his transactions.

I believe this house of Smith Brothers & Co. to be of respectable standing, and that they employ no means not considered, in these times, legitimate to obtain orders, but that they are free from the usual desire and thirst for gain I have yet to discover.

I am, respectfully, your obedient servant,

JOSEPH SMITH,
Chief of the Bureau.

Hon. GIDEON WELLES,
Secretary of the Navy.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION, &c.,
February 14, 1864.

SIR: In compliance with your instructions in the letter of the 5th to explain the statements made by Smith Brothers & Co. in their printed pamphlet on the subject of naval supplies, it is respectfully submitted that, in—

Class 33—*Hardware—Philadelphia—Mr. Scofield, contractor,*

the computation was correctly made, amounting to $10,444 55, as stated in the scale of offers, and the error supposed by Mr. Smith to have been made has arisen from a misprint in the public document.

Class 41—*Glass—New York.—Mr. Savage, contractor.*

There was but one bid for this class, and in making the computation, the results being placed in an independent column, an error was discovered. In copying for the printer, the clerk inadvertently took the contractor's extensions. There is no error in the contract, and no loss to the government can arise.

Class 39—*Linseed Oil—Philadelphia.—Mr. Stover, contractor.*

The correct computation of this bid is $4,106, as stated in the contract, and the supposed error has arisen from a misprint in the public document.

Class 41—*Glass—Washington.—Mr. Savage, contractor.*

In this case, the extensions in the bid were examined and found correct. As there was but one bid, no particular attention was paid to the footing, as it formed no part of the contract, which was correctly awarded and executed. There can, therefore, be no loss to government.

The examination of the actual bids shows there has not been any loss to the government, as Messrs. Smith Brothers & Co. have been led to suppose.

On page 42 of Mr. Smith's pamphlet he states that an error was made in the award of the contract for iron at the Charlestown yard. It was erroneously awarded on an incorrect aggregate; but when the error was discovered, the contract was executed with Smith Brothers & Co., to whom it properly belonged.

The bids, after having been opened and noted on the scale of bids, are placed in the hands of the chief clerk to have them verified, who has the aid of such of the clerks as can be spared from the regular duty of the office. Every bid is examined, and the aggregate of each class as entered on the scale of bids when opened is then corrected, if any inacuracy has been discovered, in order to ascertain the actual lowest bidder. It is not practicable at this distance of time to state by whom each bid was examined.

With regard to what Messrs. Smith Brothers & Co., on page 15 of their pamphlet, call an analysis of the bids, it has no practical application, and is unsound. Smith Brothers & Co. made no offer for the yards in question; but other parties did, and necessarily it could only be on their prices that, under the law, any award could be made. In what Smith Brothers & Co. call an analysis, they could have substituted any price they thought fit, and have brought out any result they might have desired, for their comparisons are altogether hypothetical.

In the case of class 33, hardware, New York, the bid of Mr. Savage, referred to on page 24 of the pamphlet, was the only offer, and being for a large amount, and nearly double the amount of the estimate from the yard, the department sanctioned that no contract should be made for that class. The bid of Mr. Burnett Forbes, which has a prominent place in Messrs. Smith Bros. & Co.'s pamphlet, is herewith annexed, and, in fictitous prices, it will be found to exceed those of the Messrs. Smith Bros. & Co.

The remarks of Smith Bros. & Co. in their analysis, regarding the varying rates at which contractors offer articles in their bids for the different yards, have some force, but they have not presented any analysis of their own bids, among which, in contracts for the year 1862–'63, are articles running thus:

34-inch staves at Charlestown, $\frac{1}{8}$ of a cent.
32-inch staves at Portsmouth, New Hampshire, 10 cents.
32-inch headings at Charlestown, $\frac{1}{4}$ of a cent.
Same at Portsmouth, 8 cents.
Barrel staves at Portsmouth, $\frac{1}{4}$ of a cent.
34-inch round iron at Charlestown, 3 cents.
Same at Portsmouth, 9 cents.
Thimble iron at Charlestown, 7 cents.
Same at Portsmouth, 4 cents.
Hoop iron at Charlestown, 9 cents.
Same at Portsmouth, 3 cents.
Flat iron at Charlestown, 7 cents.
Flat hammered iron at Portsmouth, $\frac{1}{4}$ of a cent.
Square iron at Charlestown, $\frac{1}{4}$ of a cent.
Square cast steel at Charlestown, 14 cents.
Same at Portsmouth, 10 cents.
Round cast steel at Charlestown, 18 cents.
Same at Portsmouth, 25 cents.
Blister steel at Charlestown, $\frac{1}{2}$ of a cent.
Same at Portsmouth, $\frac{1}{4}$ of a cent.
Wrought nails at Charlestown $\frac{1}{2}$ of a cent.
Same at Portsmouth, $4\frac{1}{2}$ cents.
Clout nails at Charlestown, 11 cents.
Same at Portsmouth, 9 cents.
Lead pipe at Charlestown, 5 cents.
Same at Portsmouth, 15 cents.
Sheet lead at Charlestown, 15 cents.
Same at Portsmouth, $8\frac{1}{2}$ cents.
And there are many other such cases in their bids.

The practice of Smith Bros. & Co., in this mode of deceptive prices, renders them quite able, if disposed, to make their form of analysis, but the result, as exhibited in page 40 of the pamphlet, is altogether deceptive.

On page 4 of Messrs. Smith Bros. & Co.'s pamphlet, letter to the Secretary of the Navy, they are understood to state that no bids at high and low prices were ever made by them, and no such contracts have been recently made at the Charlestown yard. In this assertion they cannot be sustained. In one of their printed pamphlets, which they have not included in this edition, they point, on page 12, with some complacency, to a comparison of one of their contracts for iron with that of one of their neighbors for the year 1861–'62; but if they had compared that of their neighbors for iron at the Charlestown yard with their own of 1862–'63, their neighbors would not have suffered much by the comparison.

Copies of Messrs. Smith Bros. & Co.'s bids for the Boston yard for the year 1862–'63 are herewith enclosed, which, in their analysis of the bids of that year, they have quite overlooked. It will be seen their bids run high and low; and class 30 has a "peculiar history," which they and the officers of the yard making the requisition could have given. The contract requires that not exceeding twice the face of the articles named may be demanded. The pig lead is at a $\frac{1}{4}$ of a cent per pound, the pipe lead 5 cents, and the sheet lead 15 cents per pound. As Smith Bros. & Co. have not mentioned lead in their analysis, the true price cannot be stated, but it is presumed to be at an average of the full value with a profit. When only 4,916 pounds of the $\frac{1}{4}$ of a cent lead had been delivered, bills were presented by them in the usual way for nearly seven times the face of the contract of the lead at 15 cents. The bill was stopped, and they were requested to take back the excess, which there was no authority to receive under the contract. This they refused to do, printed a

pamphlet, and were finally paid for the excess over the contract quantity at the rate of 11½ cents, which they represented to be the market price. It was with some distaste that they yielded up 3½ cents per pound on 65,000 pounds of lead, for they claimed and insisted that the contract would bear the construction of three times the face, showing quite a leaning then in favor of unlimited additional quantities.

In their contract for class No. 33, hardware, at the Charlestown yard, there are numerous articles at one and two cents, evidently not their true value; but this is made up in other things, and among them, apparently, in brass screws, at $4 50 per gross, amounting to $225. Of these screws there was demanded from the contractors, and delivered by them, to the amount of $2,880, and this was under a contract which only authorized the calling for $450 in amount. Upon inquiry being made at the yard, it was found these screws were not then wanted, some of the vessels to which they were charged having been but just commenced. The proper quantities authorized by the contract were received at the contract price, and the remaining portion had to be paid for at the market rates; and in this way an open purchase was forced. I am not able to say whether, or in what way, or if at all, Smith Brothers & Co. were involved in this demand for this large amount of screws, but they were the only parties benefited; the government was a sufferer. They knew that no such quantities could be demanded of them on the contract, and what in this and the lead case above mentioned was their gain has been clearly the public loss, as shown in their mode of analysis. These facts are in striking contrast with, and direct opposition to, wishes professed and regrets expressed in the statement of Smith Brothers & Co., as given in their pamphlet of correspondence with the chairman of the Naval Committee of the House of Representatives, of February 10, 1863, pages four and nine, in which it is stated, "that the firm of Smith Brothers & Co., so far from being desirous to avail themselves, to their pecuniary advantage, of the evils of the contract system, improved their earliest opportunity, a year ago, to record with the Navy Department their regret that such evils existed and their earnest desire to aid in effecting a remedy." Neither is their assertion on page nine, that no mistakes will be found in their bids, altogether correct, for they have been detected in their offers.

The bids have been examined as well as the scale made at the opening, and, to the best of my judgment, there have been no alterations made further than in some cases to change the incorrect amounts from the rectifications made on the margins of the bids, and I do not believe they have been in any way tampered with.

There are some classes for which the bids have been made in pencil, but there were none such to which an award has been made.

The bids for contracts have no other distinguishing mark on them than is required by the advertisement, that they may not be opened by accident before the appointed time, which has heretofore been done in the presence of three persons. Within the last year or two, by direction of the present Secretary of the Navy, and before the passage of the present law, the opening has taken place in the presence of such bidders as chose to attend. When the bids are opened, the aggregate of each class is distinctly read out by one person as it is written by the bidder, another person enters the amounts on sheets prepared for this purpose; he then reads what he has written, whilst the third person, who then takes the bid in his hands, verifies if they are correctly recorded. No alterations are made to correct any errors, however apparent they may be. This has been the course, to my knowledge, for the last ten years, and it is believed to have been the same for many years previous.

Since the bids have been opened in the presence of the bidders, they have occasionally requested to examine some of them; but, generally, the parties who only bid for a few or single class, when they hear their own bid correctly read.

remain until a lower one comes up, when they retire. The contractor by profession, who bids for nearly every class at several yards, as for a few years past Mr. Scofield, Mr. Collins, Mr. Stover, Smith Brothers & Co., Mr. Savage, &c., remains personally until the last, or they have their agents, clerk, or stenographer remain till all is over.

The bids, as before mentioned, are then verified by the clerks. No alterations are made in them, but all the rectifications are noted in the margin; but the scale of bids is corrected when any error is discovered.

The method of receiving, opening, and examining the bids appears to me as practicable a mode as can be proposed.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of Bureau.

Hon. GIDEON WELLES,
Secretary of the Navy.

NAVY DEPARTMENT,
Bureau of Steam Engineering, February 12, 1864.

SIR: I have the honor to acknowledge the receipt of your letter of the 5th instant, stating that "representations have been made to the department of erroneous computations in propositions for contracts in your (my) bureau, and of sundry other irregularities either in the proposals for or the award of contracts," and that "some of these are particularly alluded to in an accompanying pamphlet," desiring me "to take up each of the cases connected with your (my) bureau, and make such comments as may suggest themselves tending to an explanation;" also requiring me to "inform the department by whom the computations in your (my) bureau prior to the award of contracts were made," and to "examine the bids in each case, and the schedules made at the opening of the bids, and determine to the best of your (my) judgment whether alterations by erasures or otherwise appear to have been made, or the bids or schedules in any way tampered with."

In reply, I have to state that the records of the bureau have been carefully examined, and that but two errors of computation have been discovered. One of these amounts to $279 92 on a contract of $8,501 66, and was made in the footing; the other was made in carrying out the multiplications and amounts to $1,800. The correct sum is $2,000; whereas the sum computed has been inadvertently set down at $200, making a difference of $1,800.

The Bureau of Steam Engineering was created by act of Congress, July 5, 1862, since which period there have been two lettings of contracts for naval supplies. The date of the advertisement for the first is February 13, 1863, and of the last, May 23, 1863.

For the first, the computations or verifications were made by Messrs. Neally, Murdock, Wight, and Engineers Greene and Brecht. The above errors occurred in this letting, and it is impossible to now ascertain by whom.

For the last, the computations or verifications were made by Messrs. Neally and Wight and Engineers Greene, Redman, McKean, and Van Buren. On this occasion each person attached his initials to the schedule he calculated. For both lettings the computations were made under the control and supervision of the chief clerk of the bureau.

An examination of the original bids and of the schedules of them made at their opening does not show that any alterations have been made, except corrections of errors of computations discovered in them, either by erasures or otherwise; nor have I been able to ascertain that either the bids or schedules have been in any way tampered with.

All the bids received at the last letting were deposited as fast as they arrived in the safe of the department, in the keeping of its chief clerk, from which none were withdrawn until the hour for their opening, when they were sent down to the bureau by the department and opened in presence of the bidders.

The first letting was a comparatively small and unimportant one.

The bids were all made in ink for the first letting, except in the case of George Adams for classes D and 38 X, Charlestown yard. His offer for class D was withdrawn before the awards of the contracts were made, and he was not the lowest bidder for class 38 X.

The only bid made in pencil at the last letting was that of Joseph L. Savage, for classes 3, 4, 5, 6, 7, 10, 11, Washington yard, two of which, 4 and 11, were accepted. The verification of one (class 4) made it foot up less than by the bidder.

I have taken up the cases of erroneous computation cited in the pamphlet accompanying the letter of the department, and submit the following explanation in relation to them, namely:

On page 11 of the appendix to the pamphlet, class F, Brooklyn, the bureau's computation is correct. There is a misprint in the official report.

On page 12 of the appendix to the pamphlet, class R, Brooklyn, the pamphlet is correct. The contract should have been given to Zeno Secor for $8,221 74, instead of Collins & Co. for $7,801 66. The loss to the government was thus $279 92, as Collins & Co.'s contract actually footed up to $8,501 66. This was the only class obtained by Collins & Co. under this bidding.

On page 12 of the appendix to the pamphlet, class 33 X, Brooklyn, the bureau's computation is correct. There is a misprint in the official report.

On page 13 of the appendix to the pamphlet, class R, Washington, the pamphlet is nearly correct, ($200 error.) The contract should have been awarded to Collins & Co. instead of to Joseph L. Savage. The error consists in the bidder having incorrectly multiplied the quantity of fifty reams of emery paper by the price of $40 per ream and carried out at $200 instead of $2,000.

With regard to the hypothetical or imaginary cases cited in the pamphlet, as showing that the contracts would have been let at lower sums *if any bidders had offered at less prices for them*, or at Mr. Smith's rates, it is not considered that any answer is necessary. The contracts were advertised for and awarded in exact conformity to law, the lowest bidder receiving the contract. If bidders, under open competition, by public advertisement, with the certainty of the lowest receiving the contract, would not offer for the articles at some places at as low a price as at others, it is not seen that any remedy was in the hands of the bureau. Mr. Smith, who makes these hypothetical savings to the government, though offering for some places, did not think proper to offer at lower rates for the places where these higher prices received the contract.

There are no vouchers or other evidence in the bureau to prove one contractor to have been an agent for another.

With regard to suggestions relative to contracts, invited by the department in its letter, I will embody such as I am able to make in the reply called for to the resolution of the House of Representatives. I do not add them here, as they are not quite matured, and the department's letter calls for this report at my earliest convenience.

I am, very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief of Bureau.

Hon. GIDEON WELLES,
Secretary of the Navy.

Rejoinder to the explanations of the bureaus, concerning the award of certain contracts.

BOSTON, *April* 2, 1864.

SIR: Through the courtesy of the Senate Committee on Naval Supplies, I have the honor to acknowledge the receipt of copies of letters to the Secretary of the Navy, from Rear-Admiral Smith, chief of the Bureau of Yards and Docks; Mr. Lenthall, chief of the Bureau of Construction; and Mr. Isherwood, chief of the Bureau of Steam Engineering. These papers (*covering thirty-two folios*) are in reply to a communication entitled "An analysis of certain contracts," addressed by myself to the Secretary, and by him submitted to the chiefs of bureaus, for consideration and report. The occasion for said analysis of contracts will appear from the following statements:

On the 29th of January I had the honor to enclose to the Secretary a copy of a paper prepared for the commissioner of the naval code, according to his request, containing recommendations, viz:

First. As to the proper protection of bids.

Second. As to the preparation of well-defined schedules of merchandise advertised.

Third. As to additional protective measures for the government against false weights and measures.

I have been gratified to notice that several of the suggestions upon the first of the above topics have been practically adopted in the recent instructions for bidders by the Bureaus of Construction and Engineering, and also to observe that these, with others concerning the appointment of receivers at navy yards, and the duplicate verification of weights and measures, have received the indorsements of the chairman of the House Committee on Naval Affairs and the commissioner of the naval code, and are embodied in the new draft of law submitted to Congress.

The necessity for more vigilant supervision of public biddings was argued, not only from opportunities for wrongful collusion and fraud, believed to exist, but from the actual perpetration of wrong, believed to have been committed. Upon the publication of the report of the Secretary of the Navy conclusive evidence of this fact was found therein.

An analysis of certain published contracts was made in an appendix to the paper above mentioned, showing—

First. That in certain contracts prices were set upon particular articles greatly above market rates, (such as $1 25 for quicksilver, worth 75 to 80 cents, &c.,) without corresponding cheapness on any other articles in the class; while, by a false addition, the bid was lowest in the aggregate. Thus the contract obtained was made to yield said enormous prices. The inevitable inference was, that the connexion of such prices with such arithmetic was an intentional act on the part of the bidder.

Suspicion of the latter wrong was confirmed by clear evidence of other wrongful collusion of clerks, to the advantage of the same party or parties, as shown.

Second. By evidence from published contracts that certain bidders must have been informed that there were no bidders for certain classes, because, where there was an only bidder, prices were made *from twice to twelve times the worth* of an article, and because, where there were only these certain bidders, they all bid immensely above market rates; whereas, when other competition appears, the same parties underbid said competition. A statement is given of the loss thus made to government by a comparison of the prices paid in the above cases with the prices bid by others or with market rates.

It will be seen that the second line of argument in the appendix presented *a subject of the greatest importance, and worthy of the most thorough investigation.*

The reply of the chief of the Bureau of Yards and Docks, after explaining the error of $1,000, noticed in that bureau as the innocent oversight of a clerk, makes no reference to the demonstration of collusion in the second part of the appendix. Inasmuch as that error was the only irregularity discovered in that bureau, and the analysis shows no wrongful information to bidders from within that bureau, there was no occasion for reference to it. But there was also no occasion for the irrelevant insinuations upon the firm of which the writer is a member; to be treated apart from this reply, and shown to be as unwarranted as they were undignified. Yet the author shall have credit for his considerate apology at the close, wherein he says: "I believe the house of Smith Brothers & Co. to be of respectable standing, and that they employ no means not considered, in these times, legitimate to obtain orders."

Other topics entirely extraneous to those in the pamphlet submitted for his consideration, such as the system of open purchases, are discussed at length. It would be improper for me to follow his digression, and intrude here any difference of opinion upon these subjects.

The reply of the chief of the Bureau of Construction devotes *twelve lines of its twelve pages* to the second part of the analysis, wherein is given evidence of collusion within that bureau; dismissing the subject with the square assertion that "it is of no practical application—is unsound and hypothetical." It will require more than this dictum to convince *others* who have examined it *that it is not practical, sound, conclusive.*

Nearly one-half of the document is devoted, as in the former case, to matters entirely disconnected with the subject under discussion, shadowing timid insinuations in this style: "I am not able to say whether, or in what way, or if at all, Smith Brothers & Co. were involved," &c.

But such obliviousness as to the important statements set forth in the analysis of certain contracts with the Bureau of Construction will not occasion, generally, such indistinctness of vision; neither will irrelevant matter nor personal innuendo (to be proved elsewhere as groundless as inappropriate) hide the real issue from view.

It would have been more creditable to these chiefs if they had communicated to us any distrust of our transactions *before* we had frankly given them information of wrong which touched their sensitiveness; information which should have had their grateful acknowledgment, not their tardy recrimination, especially since our official correspondence with them of the past two years left no insinuation against our honor and integrity.

It does not speak well for public officers to resent thus an honest scrutiny of public affairs. This requital in our own case, however, was not altogether unexpected. From the time, in 1861, when confident of the right and reasonableness of our demand, we obtained an order, opening the doors of their offices to our inspection of bids, against their objections, we have been prepared for manifestation of ill will upon opportunity. We did not wait long for its exhibition. The printed correspondence (with the chief of the Bureau of Yards and Docks) accompanying this discovers the readiness with which the most denunciatory language was used concerning us upon the mere suspicion of wrong, the withdrawal of which was subsequently compelled upon an exhibit of fact.

We delay further notice of personalities, to consider the important subject which elicited them.

The reply of the chief of the Bureau of Steam Engineering has the merit of appropriateness. It devotes five pages of the six to an explanation of arithmetical errors, given in statement number one, and dismisses the argument in statement number two, after an entire distortion thereof, by echoing the words of the chief of the Bureau of Construction, "*hypothetical and imaginary.*"

It will be found that another *twelve lines* of irrelevant assertion will by no *means suffice to dispose* of the evidence that wrong was committed.

I will review *seriatim* the few points in these documents that have any bearing upon the subject submitted for consideration.

First. The explanation as to the loss to government by arithmetical computations.

Ten erroneous computations mentioned, as according to the Secretary's report, are admitted. Several are disposed of as misprints, suggesting more accurate proof-reading in future.

The following, it was asserted, occasioned loss to the government:

Class 33—Construction—Philadelphia,		$1,964 01
Admitted as losses to government.	Class R—Engineering—New York	275 80
	Class R—Engineering—Washington	795 00
	Class 23 R—Yards and Docks—New York	839 43
	*Engineeering—Boston	602 75
		2,512 98

The explanation of the first is as follows: "The computation was correctly made, amounting to $10,444 55, as stated in the scale of offers, and the error supposed by Mr. Smith to have been made has arisen from a misprint in the public document."

There is too much suspicion yet unrelieved from this explanation to allow it to pass thus. The bureau is not quite so full in explanation of the important "misprint" as is desirable. By private inquiry I have learned that the misprint is claimed as follows:

5,000 pounds spikes, 50 cents per pound, was printed $5. Should have been 10 cents. Difference, $2,000. $5 is a singular typographical slip from 10 cents.

But further: *ten cents* is *one-fourth* of the price set against the other sizes of spikes, viz: *forty cents*. *Fifty cents* would make the bid figure as scaled, $12,444 65; the "misprint" (from 50 cents) was singularly coincident in mathematical effect with the error in the scale.

Again: 10 cents is about one-third of the value of the article; and it appears that scarcely another article in the contracts of this party, at this time, is offered at less than cost. The other articles in the same class are at a large profit.

Again: this was the third instance of profitable arithmetic (to him) by this party, two of which (involving a loss of $1,442 18 to government) are admitted.

The first was discovered by Smith Brothers & Co., and notified to the bureau in about thirty days after the award of the contract. It would have been wise for the party or his friends to have re-examined all other of his arithmetic to *correct discrepancies if they existed*.

The chief of the Bureau of Yards and Docks quotes from the pamphlet, thus: "Bids have been received containing several arithmetical errors, but all against the government," and remarks, "This statement upon first sight is calculated, and was doubtless intended, to excite suspicion; but a very slight examination of the matter will disclose the fact that if an arithmetical error is committed, it must necessarily be against the government."

The remark in the pamphlet *was most certainly intended* to excite suspicion:

First. Suspicions against the parties who coupled such prices with such arithmetic as above shown; and,

Second. Against the parties through whose hands such arithmetic passed unnoticed, when such suspicion was strongly confirmed by other evidence set forth.

In the case of error in that bureau, however, there is no ground for such suspicion against the clerks, as it was their only error in a large number of

*Previously discovered by Smith Brothers & Co., *vide* p. 9, pamphlet.

computations, and none of the evidence as to collusion by information pertains to that bureau.

I think under such circumstances there is no occasion for the venerable chief to be "exceedingly mortified" that such an error occurred, but rather agree with him in his subsequent surprise that no more errors were detected by the "astute (!) merchant in hardware."

The account given by the bureau of the care of the bids "in a trunk, with the key in his pocket," until the opening, is very creditable. It is such care that I have advocated for all bureaus. Had it been exercised in two other bureaus, probably the chiefs thereof would have been spared the trouble of reply to statement No. 2.

The bureau should be reminded again, however, that "the open doors for all persons who desire to be present" are an institution obtained by the agitation of the astute merchant in hardware aforesaid, through legislation, and against a refusal at the incoming of the present administration.

The bureau remarks: "The idea of not allowing an indorsement on a bid received of its number, name of bidder and number of class, because the clerks will then know the bidder's name and class bid for, is simply ridiculous. How can the business be conducted, the bids scaled, scanned, and contracts made, without the knowledge of clerks?"

The bureau misapprehends entirely the meaning of my suggestion, page 3, viz: "Bids should not be indorsed with the numbers of the class named within them. From such indorsements it may be learned by clerks that there are no bids for certain classes, and, through collusion, exorbitant prices may be named for said classes." This had reference to indorsements upon bids by bidders; not to indorsements after the opening, as understood by the bureau.

The bureaus formerly directed that bids should be indorsed with the number of the class; and it is the theory of statement No. 2 that it was by such indorsements certain parties were informed of classes on which there were no bids. Of late the advertisements, according to my suggestions, direct the indorsement to be simply "Proposals for Supplies." Thus no clue is afforded for ascertaining what classes have no bids until after the opening.

The reports of the chiefs of the bureaus upon the facts set forth in statement No. 1 result in the admission of a loss to government in four cases of the five asserted by the writer, through erroneous computations, amounting to $2,512 98.

This amount of loss is admitted upon the small and comparatively unimportant award in February. *How great may have been the loss from the same cause upon the many large awards that have preceded it?*

The suspicious indications as to the remaining item of $1,964 01, above mentioned, fail of recognition in the bureau where they are found. It appears these chiefs, so distrustful of merchants who advocate reform and expose wrong, are exceedingly trustful and confiding as to all transactions within their official precincts.

The very serious allegation made in statement No. 2 is as follows:

"That certain bids and contracts, very peculiar in their character, must have had a peculiar history." That in cases where there was *but one bidder* the national treasury suffered severely from the competition. That where there were no bidders beyond four parties, A, B, C, D, enormous prices were obtained; but where competition outside of these "parties appeared, one of the said parties, by marvellous intuition," or *by some other means*, had the forecast to underbid said competition. That it is against probability to maintain that such bids could have been made in entire ignorance of the competition to which they were to be subjected." That this essential assistance must have been found within the bureaus.

Charges such as these were not made without careful consideration. The evidence upon which they are based, after compilation from the report of the

Secretary of the Navy, was examined in detail by gentlemen whose competent judgment of evidence would be admitted.

After the paper was placed in type, for greater distinctness, the proof was submitted to a counsellor of this city, eminent for character as ability. Upon a critical examination thereof, in connexion with the Secretary's report, he pronounced it a conclusive statement of evidence, sufficient to prove the allegation to any intelligent jury beyond a reasonable doubt; and furthermore declared it my personal duty as a citizen to place said paper with the Secretary of the Navy, that the serious wrong discovered might be thoroughly investigated. In this opinion of my duty members of Congress fully concurred.

The unpleasant and, as might have been expected, thankless duty was performed.

From this last remark I must except the honorable Secretary. He alone, of the officials concerned, expressed his cordial appreciation of the service, remarking it was as important to the country as that rendered in the field. The matter was referred by him to the chiefs of the bureaus in which the transactions were alleged to have occurred.

All they deemed it worthy their dignity or duty to say in replies of *twelve* and *seven* pages, respectively, bearing *directly* upon the allegation above named in statement No. 2, shall be copied *verbatim:*

The chiefs of the Bureaus of Construction and Engineering reply as follows:

Construction.

"With regard to what Messrs. Smith Bros. & Co., on page 15 of their pamphlet, call an analysis of the bids, it has no practical application, and is unsound.

"Smith Bros. & Co. made no offer for the yards in question; but other parties did, and necessarily it could only be on their prices that, under the law, any award could be made.

"In what Smith Bros. & Co. call an analysis, they could have substituted any price they thought fit, and have brought any result they might have desired, for their comparisons are altogether *hypothetical.*"*

* Smith Brothers & Co. are aware of no loss to themselves by said collusion.
The loss was only to government.

Engineering.

"With regard to the hypothetical or imaginary cases* cited in the pamphlet, as showing that the contracts would have been let at lower sums *if any bidders had offered at less* prices for them, or at Mr. Smith's rates, it is not considered that any answer is necessary.

"The contracts were advertised for and awarded in exact conformity to law, the lowest bidder receiving the contract. If bidders, under open competition by public advertisement, with the certainty of the lowest receiving the contract, would not offer for the articles at some places, at as low a price as at others, it is not seen that any remedy was in the hands of the bureau.

"Mr. Smith, who makes these hypothetical savings to government, though offering for some places, did not think proper to offer at lower rates for the places where *these* higher prices received the contract."†

* The cases were all quoted from the report of the Secretary.

† Innocent oversight of the real argument of the case! viz: that certain parties were informed that neither Mr. Smith nor any one else had offered at some places, and thus these "higher prices," *two* to *twelve* times the worth of the articles, received the contract.

The reply of the chief of the Bureau of Engineering is as irrelevant and obscure as that of the chief of the Bureau of Construction. Indeed, it is but an echo of the latter's assumptions and assertions. There is such an entertaining concurrence of thought and language, that it is difficult to find a trace of an idea in the one not in the other. They are therefore placed in parallel, as the same reply will suffice for either.

The reply of the chief of the Bureau of Construction is either an entire misunderstanding, or a conscious evasion of the argument in statement No. 2.

To indicate the simple directness and force of the argument, a few facts from the many in the "analysis of certain contracts" will be brought forward.

When in a bid for glass, A is the *only bidder*, he obtains $20 for lenses 12 by 1½ inch.

When a party other than A, B, C, or D bids for glass at another yard at the same time, A obtains $2 for lenses 7 by 1½ inch.

When three bidders other than A, B, C, or D bid for oars for Portsmouth, they cost 6¼ cents per foot.

When *only* A bids for Washington, they cost 24 cents per foot.

When A is the *only bidder* for boiler iron at Kittery, he obtains for

15,000 pounds	10¼ cents,	worth
And again, for 15,000 pounds	16 cents,	7¾ cents.

When D is the only bidder for boiler iron and tubes for New York, he obtains for 115,210 pounds 11¾ cents per pound, worth 7¾ cents.

Difference	$4,608 40
And for 2,000 feet of boiler tubes, $3 80 per foot; offered by the same party in May, when Morris, Tasker & Co. bid, at 50 cents.	
Difference	6,600 00
	11,208 40

When A, B, and C were the *only* bidders for tools, at Kittery, A takes the contract at $4,687 for what was worth only $1,592 84, according to the prices of S. B. & Co., at the same date, and in July, as in these instances:

Grindstones	$30 00,	worth $4 50 each.
Scale beams	50 00,	worth 6 50 each.
Wrenches	150 00,	worth 12 75 per doz.

But the bids for oil present the most transparent evidence of information through collusion.

They are awarded as follows, in March:

	Kittery.	Charlestown	New York	Philadelphia.	Washington.
	No contract.	$1 65	$1 68	$2 35	$2 44
Next lowest bids		1 70	1 70	2 40	2 46

It is not within reason that such varied approximations were obtained by chance.

It is remarked, (page 41 of the pamphlet,) as follows: "On the morning of the 24th of June, 1863, the honorable the Secretary of the Navy, acting upon special information received, took prompt and judicious measures for the protection of an opening of bids to be made that day."

This *special information* was communicated by three members of Congress from Massachusetts, *and does not appear in the pamphlet.*

The chief of the Bureau of Engineering describes the prompt and judicious measures thus:

"All the bids received at the last letting were deposited as fast as they arrived, in the safe of the department, in the keeping of its chief clerk, from which

none were withdrawn until the hour of opening, when they were sent down to the bureau by the department, and opened in the presence of bidders."

The "prompt and judicious measures" thus suggested and put in force protected the bidding from the wrongful tampering and collusion which it is evident had occurred in March. The intuitive perception of the bidder for oil did not on that occasion serve him, so as to touch within 2½ per cent. in every instance of the next lowest bidder.

The prices for oil as awarded in June were—

	Charlestown.	Brooklyn.	Philadelphia.	Washington.
	$1 10	$1 10	$1 50	$1 75
Next lowest,...	1 70	1 49	1 70	1 90

which should be contrasted with the scale in March.

It is asserted that a considerate judgment of such facts as the above, with many others equally significant, compel an unbiased conclusion that *the only bidder* was informed he was the only bidder; that the four, when they were the only competitors, had the advantage of *knowing they were the only competitors;* and that in the absence of inspection to prevent, the prices (as for oil) were *carried up* to close proximity to the next lowest bidder.

The pertinency of the reply of the chief of the Bureau of Construction will now be considered, in connexion with the above facts from the Secretary's report.

He says: "With regard to what Smith Brothers & Co. *call* an analysis, it has no practical bearing, and is unsound."

An analysis is defined to be "a consideration of things in their separate parts—the tracing of things to their source."

I think the term in its position is safe from the satire of the chief. For its practical bearing and soundness, it may rely upon the opinion of those whose sensitiveness is not jarred by its conclusions.

Again: "Smith Brothers & Co. made no offer for the yards in question, but other parties did, and necessarily it could only be on their prices that under the law any award could be made."

This language, if it means anything appropriate to the discussion, is nearly a repetition of the evidence of wrong, viz: that when "Smith Brothers & Co. made no offer," and when only certain "other parties did," then said "other parties' must have been informed that "it could only be on their prices" (though they were *two* to *twelve* times the value) "that under the law any award could be made."

Said other party received the advantage of that position of affairs to the most audacious extent, when, as only bidders, they obtained $150 for wrenches, worth $12 75, and $3 80 per foot for boiler tube, offered afterwards by the same party (when another party competed) for fifty cents.

The reply continues: "In what Smith Brothers & Co. call an analysis, they could have substituted any price they thought fit, and have brought any result they might have desired, for their comparisons are hypothetical."

The prices in the analysis are those from the contracts in question, contrasted with those of Smith Brothers & Co., or of other parties, *which were fair market rates*, that the contrast might exhibit the amount wrongfully obtained through said contracts *above* market rates, the aggregate being proved to be more than $25,000 on awards of $90,000.

This comparison is strictly authentic and correct; its result will challenge investigation, as reliable. No prices varying much from those quoted could have been substituted as *market* rates, without producing a *false* estimate of the loss to government. So far from being hypothetical, the prices (which were not taken from the price current) are those from renumerative contracts in the report of the honorable Secretary.

The chief of the Bureau of Engineering remarks, "that it is not seen that any remedy was in the hands of the bureau." If the remedy applied by the Secretary in June, had been anticipated by the bureau in March,

Boiler iron would not have cost 16 cents	worth	7¾ cents.
Boiler tubes would not have cost $3 80	worth	50 cents.
And wrenches would not have cost $150	worth	$12 75 cents.

No such contracts were made under that *protected* bidding.

The chief of the Bureau of Engineering remarks, "that an examination of the original bids does not show that any alterations have been made, except corrections of errors of computations in them, either by erasures or otherwise; nor have I been able to ascertain that either the bids or schedules have been in any way tampered with."

The chief of the Bureau of Construction writes to the same effect.

Yet, with due respect to their "best judgment," I record confidently the opinion that those bids, *if* the *original* ones, present an extraordinary appearance. That there are among them *some remarkable specimens of inaccurate, incomplete, indistinct, pencilled,* and *altered* documents, and that an expert will be able to trace through them some of the enormous advance on prices in the contracts analyzed.

The chief of the Bureau of Yards and Docks says: "I undertake to say that neither this firm, nor anybody else, can execute the law of Congress approved March 3, 1863, (which Mr. Smith claims to have suggested,) to the letter, in all respects, if contractors are disposed to evade it."

The allegation of wrongful collusion, which is in debate, is entirely independent of action involved in the execution of that law, or any other; being simply that bids were not properly protected prior to and during the opening thereof. It is a question of official integrity in ordinary duty. Mr. Smith furthermore disclaims the honor of suggesting that law, which, in the main, is reformatory of the old system. He had nothing whatever to do with it, nor did he hear of it until it was enacted, save the provision limiting quantities to be delivered under contract to "no more and no less" than those advertised. This he acknowledges to have suggested and accomplished; a measure which disposed of the evil of fictitious prices, and is regarded generally as a great reform.

The chief of the Bureau of Construction says: "On page 4 of Messrs. Smith Brothers & Co.'s pamphlet letter to the Secretary of the Navy they are understood to state that no bids at high and low prices were ever made by them. In this assertion they cannot be sustained. Copies of Messrs. S. B. & Co.'s bids for the Boston yard for the year 1862–'63 are herewith enclosed. It will be seen their bids run high and low." He then refers to sales of lead and screws by S. B. & Co.

Upon review the details of these transactions will be found to the credit of S. B. & Co. The entire correspondence concerning them was printed by S. B. & Co. at the time as a gratifying vindication of their business transactions and principles. But more anon upon these irrelevant topics, introduced to the confusion of these official papers.

The quotation is made here to illustrate the captious spirit in which these gentlemen have conducted their part of the correspondence.

"THEY ARE UNDERSTOOD TO STATE that *no bids at high and low prices were ever made by them.*"

The writer of the pamphlet *said no such thing.* Mr. Lenthall had no right so to *mis*-understand him. Why did he not quote the writer's words? Peradventure, because, except by distortion of them, he could not have appended an insinuation.

Mr. Smith wrote: "NO SUCH BIDS were ever made by S. B. & Co.," i. e., *such as were under discussion,* in which, under the act of March 3, 1863,

limiting quantities, the aggregate of the bids is immensely above the market rates for the merchandise to be delivered. In this assertion, as in others, the records will show that S. B. & Co. *are* sustained.

The explanation of the high and low prices at which they and others were compelled to bid, under the former contract system, will show where the responsibility of the absurd system belonged. It is upon the chiefs, who devised and executed it quietly for years, not upon merchants who, immediately upon becoming acquainted with it, exposed and attacked it until destroyed. It is entertaining, certainly, now, to hear taunts upon merchants for using meanwhile the system placed in their hands. The only choice for them was to compete *under* the system, while protesting *against* it, or else to have abandoned the competition to others, who were content with profits, regardless of principle or propriety.

The above review of all points bearing upon the serious allegation which is set aside as "hypothetical and imaginary," leaves the evidence of its truth still unbroken and conclusive. The unanimous verdict of those to whom it is submitted successively for examination (beyond those who assume an attitude of defence) is, that the facts collated sustain the charge.

I doubt not but that an intelligent jury, or a committee of the Boston Board of Trade, would indorse the opinion of the legal gentleman under whose advice I have performed this unwelcome duty, viz: That the said "analysis of certain contracts" proves, beyond a reasonable doubt, that certain contractors could not have obtained the extraordinarily profitable contracts in question through any mere chance of bidding; but that through information, by collusion, said results were obtained.

Besides, however, the internal evidence of the report of the Secretary which the writer has collated, (at expense of personal labor, time, and money, and exposure to resentful attacks,) *there can be other collateral evidence to substantiate the truth.*

I cannot conclude without again soliciting your attention to the resentful disposition of the chiefs in reply. Their unwarranted insinuation and weak satire will have full exposure in a subsequent paper. The communication which required their attention, so far from implying distrust of either of those functionaries, referred to them in terms of confidence personally, of respect for their ability, and consideration of their arduous labors. It was not, therefore, to have been anticipated that evidence of wrong within their offices, the suspicion of which, as was remarked to the writer by the Secretary, was not new in the department, would be set aside as "hypothetical and imaginary," and returned with angry recrimination. Yet, despite this ready dismissal by the bureaus, the importance of this evidence, in fact and inference, will remain.

I am, sir, very respectfully, your obedient servant,

FRANKLIN W. SMITH.

Hon. JOHN P. HALE,
Chairman of the Senate Select Committee on Naval Supplies.

Correspondence of Rear-Admiral Smith with the navy agent at Charlestown about the purchase of a crank for the steamer Cambridge.

BRIDGEWATER, MASSACHUSETTS,
February 9, 1864.

SIR: During last summer Chief Engineer Wood, of the Boston navy yard, by order of the commandant of that station, ordered from our forge a shaft for the United States steamer Cambridge. The shaft was made at considerable inconvenience to us, by working night and day, as we were informed the steamer

was required on the blockade, and were specially urged to do the work in the shortest possible time.

The shaft was made and delivered in the city of New York, and after inspection by a government engineer the bills were sent to the commandant of the Boston yard.

After waiting several months and hearing nothing from them, the writer went to Boston January 26, and ascertained by inquiring at the commandant's office that the bills, which were dated in October, were approved by him November 12, and sent to the navy agent in Boston, and I was requested to go there, where I would doubtless find the money. I accordingly called upon him, when he informed me they were not in his possession. I insisted that he must have them, but he said no. I again told him they must be in his office, and finally opening a side drawer he found them all—original, duplicate and triplicate—duly approved. I asked him if any requisition had been drawn for the amount; he said no, and that there would not be by him; that Commodore Montgomery or Chief Engineer Wood had no business to order anything for the yard; that all orders must come through him, and if they saw fit to order, they must pay for it, as he should not.

I respectfully call your attention to the above matter, that it may be brought to the notice of the proper officials in Washington, with a view that such conduct on the part of these officials—navy agents—may be corrected, and to state further, that it is my opinion, as well as that of manufacturers generally, who have had the supplying of their goods to the department, that his conduct in this case has been caused in not giving this order to such parties as may have been selected by himself to execute the work.

I am, very respectfully, yours,

GEORGE B. STETSON
for Lazelle, Perkins & Co.

Rear-Admiral JOSEPH SMITH,
Chief of Bureau of Yards and Docks, Washington, D. C.

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BUREAU OF CONSTRUCTION,
Navy Department, September 10, 1863.

Enclosed please find a copy of a report from the steamer Cambridge, relating to the crank-pin of that vessel; and a new one is required. You will please direct the chief engineer of the yard under your command to ascertain where it was made, (which is probably at Boston, as the vessel was purchased at that port,) and have a new one forwarded to her, in Admiral Lee's squadron, as quickly as possible. If you have not direct communication by steamer, the most expeditious mode will be to send it to New York, and request the commandant of that yard to forward it at once. When ready to be sent forward, you will inform the Bureau of Steam Engineering.

JOHN LENTHALL.

Com. J. B. MONTGOMERY.

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BUREAU OF YARDS AND DOCKS,
February 25, 1864.

GENTLEMEN: Your letter of the 9th instant to me was referred to the navy agent at Boston for explanation of his long detention of your bill without action.

Enclosed I send you a copy of the navy agent's letter on the subject to the

Secretary of the Navy, which I transmit to show you how much more reasonably that agent can procure the work referred to than you seem to have charged. That, however, is no excuse for his non-action in the premises.

Respectfully, your obedient servant,

JOS. SMITH,
Chief of the Bureau.

Messrs. LAZELLE, PERKINS, & Co.,
Bridgewater, Mass.

—

BUREAU OF YARDS AND DOCKS,
March 7, 1864.

GENTLEMEN: I enclose a copy of explanations made by the navy agent at Boston touching the price you charged for the shaft of the steamer "Cambridge."

Please state whether your price per pound was for the shaft finished.

You will observe that the navy agent complains of your price as *exorbitant;* and if it is really so, you should of course make a deduction.

After reading the navy agent's letter, please forward to the bureau such explanations as you may think the matter requires.

I am, respectfully, your obedient servant,

JOS. SMITH,
Chief of the Bureau.

Messrs. LAZELLE, PERKINS & Co.,
Bridgewater, Mass.

—

BRIDGEWATER, MASS., *March* 11, 1864.

SIR: We beg to acknowledge receipt of yours of the 7th, enclosing copy of letter from E. L. Norton, esq., navy agent at Boston, in which he charges us with asking your department an exorbitant price for the crank-shaft of steamer Cambridge, and says that Mr. Dearborn, of the firm of Dearborn, Robinson & Co., forged the original one at ten cents per pound, and would now make the same, finished, at forty cents per pound. Also, that Mr. Curtiss, of the Atlantic Works, says that forty cents, at the present time, would be the highest price for such a one finished; and further, that Mr. Curtiss says, "We are now making much larger and more difficult ones at thirty-nine cents per pound."

Mr. Curtiss must, we think, forget that we are now under contract with him to make a crank-shaft, and have six months in which to do the work, and that he is to pay us fifty cents per pound for the same.

Mr. Norton further states that our establishment is at work day and night as a matter of economy, and that such establishments are run day and night. So far as our experience goes, we can assure you there is no economy in any such operation, and we beg to state that it costs much more to run day and night, comparing the expense with the amount of work turned out. We cannot turn out as much work in a night as in a day, and we are quite sure that others have had the same experience as ourselves.

He also says that we do not pay our workmen anything extra for working nights, which is not correct, as *we do pay extra* for night work.

We have shown you, as above, that our works are not run day and night as a matter of economy, but merely from a press of work.

If the navy agent had considered the bill an overcharge, he should have so stated it at the time our man called on him, and not say that he would not pay it for reason of its having been ordered by Commodore Montgomery instead of himself. When the bill was rendered we considered it a just one, under the

circumstances; if it is not so, we stand ready to correct and refund any overcharge. Our price for such work is fifty cents per pound finished, when we have the other forgings required for the engine. We have, within the past three months, forged all the work for five engines of similar shape for one of our customers, and we charged him for the same twenty-five cents per pound in the rough. The crank-shaft is the most difficult piece to make of all others required in the construction of a marine engine, and there is double the risk attending its manufacture at the present time. We would not undertake to make one at the price charged your department, (thirty cents per pound forged weight.) When the order was received it was stated the ship was required on the blockading station, and that we must not lose a moment's time on it. Under these instructions we commenced it at once, laying aside other work that the wants of our customers hard pressed us for delivery. When it was forged, we at once put it into our largest lathe, (for which we charge $20 per day,) stopping the work it was on. We cannot make these changes without incurring additional expense and loss of time.

We appeal to you, sir, if we should not receive more for this work than if we had plenty of time in which to execute it.

The parties from whom Mr. Norton obtained the prices he quotes are competitors of ours in business, and he doubtless explained to them the nature of the case before getting their figures. We always have been, and are now, ready to serve your department in any way, and at quickest possible time, and ask no other compensation for so doing than what is just and right; and, in this case, we worked with an understanding that the services of the ship were valuable to the government, and the first thing to be looked to was despatch.

We leave the matter entirely in your hands, and shall cheerfully abide by any decision made in the case by yourself, or the department, and any overcharge shall be promptly remitted as you may direct.

Mr. Norton's treatment to us has not been what we should have received from a man in his capacity; we have at least a right, we think, to demand civil and courteous treatment from him as a government officer. We mean all our claims and bills shall be at market rates; if not, we stand ready to make them so.

Awaiting your reply, we remain yours, very truly,

LAZELLE, PERKINS & CO.

Rear-Admiral JOSEPH SMITH, *United States Navy,*
Chief of Bureau of Yards and Docks, Washington, D. C.

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BUREAU OF YARDS AND DOCKS,
April 8, 1864.

GENTLEMEN: Yours of March 11 I referred to the Bureau of Engineering as it pertains to that bureau to pay your bill for the crank made for the Cambridge.

It was a matter which did not appertain to this bureau, but was investigated by it, as stated in letter of March 7, in reply to yours of February 9 last, and which has not escaped the observation of the investigating committee of the Senate on the subject of naval frauds.

You will please call on the Bureau of Engineering to examine and settle your bill for the crank.

I am, respectfully, your obedient servant,

JOSEPH SMITH,
Chief of the Bureau.

Messrs. LAZELLE, PERKINS & CO.,
Bridgewater, Massachusetts.

Here is Mr. Norton's account of the transaction. It is a very straight one.

NAVY AGENT'S OFFICE,
Boston, February 23, 1864.

SIR: Referring to my letter of the 20th instant, I respectfully inform the department that I have made inquiries of the principal forgers and manufacturers of shafts, such as was furnished the steamer Cambridge, by Lazelle, Perkins & Co., and have ascertained that the price of the shaft, the bill of which was presented to me for payment, and which, for reasons before stated, I declined to include in my requisition, is exorbitant.

The cost of such work at the present time is greatly above that for which it could have been furnished at the time the bill referred to was made. In no instance has the price named by the parties of whom I inquired been above forty cents per pound for the finished shaft. One manufacturer of great responsibility and experience offers to do such work *at the present time* for thirty-eight cents.

It will be observed that Lazelle, Perkins & Co. charge for 7,410 pounds, (which is probably the gross weight of the forging,) $2,445 30, and for finishing, $570; total, $3,015 30.

Based upon the original shaft, and the estimated weight from the drawing, the weight of this shaft finished would be about 4,500 pounds, which, at the price offered me for such work, would amount to $1,710. It thus appears that Lazelle, Perkins & Co. have charged about $1,300 in excess of a liberal estimate for the shaft. I am informed that the manufactory of Lazelle, Perkins & Co. is usually in operation day and night; consequently the cost of the work could not have been enhanced by night labor.

As this bill will probably be presented for payment, I consider it my duty to inform the department of the result of the inquiries I have made.

Very respectfully, your obedient servant,

E. L. NORTON,
Navy Agent.

Hon. GIDEON WELLES,
Secretary of the Navy, Washington.

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To that letter of Mr. Norton Rear-Admiral Smith replied as follows:

BUREAU OF YARDS AND DOCKS,
February 27, 1864.

SIR: The honorable Secretary of the Navy has referred your letter to him of the 23d instant, on the subject of the shaft furnished by Lazelle, Perkins & Co. for the steamer Cambridge, to this bureau. Please state who the parties are of whom you say neither of them would have charged over 40 cents per pound for the shaft in question, finished, the time they would have required to deliver it, and also who is the party who would do the work at the present time at 38 cents per pound, and if these parties or either of them would furnish the shaft by working night and day at these prices.

It appears the shaft was ordered of the establishment which made the original one, to be made with all possible despatch; and whether the price charged be high or not, there was no excuse for *your* putting the bill away without notice or report, and when asked for it saying you had it not, but after searching you found it.

If you declined to pay the bill, you should at least have so reported to the commandant who approved it, with your reasons for not paying it.

Your opinion that because the works of Lazelle, Perkins & Co. are in operation day and night, the work on the shaft should not be enhanced in price, is quite

unreasonable, when it is known that night labor is charged at double rates at nearly all of the navy yards and private establishments in the country.

No doubt the labor is charged at double the ordinary cost of work of that sort for that part of it done by night work.

I am, respectfully, your obedient servant,

JOSEPH SMITH,
Chief of the Bureau.

E. L. NORTON, Esq.,
Navy Agent, Boston, Massachusetts.

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NAVY AGENT'S OFFICE,
Boston, March 5, 1864.

SIR: In reply to the bureau's letter of the 27th ultimo, asking me to state who the parties are who would have made a shaft such as was furnished for the Cambridge, I have to reply that Mr. Dearborn, of the firm of Dearborn, Robinson & Co., says he forged the original shaft for the Cambridge at 10 cents per pound, and would make the same forging at the present time for 20 cents per pound, and would have made and finished the same shaft at the time it was made by Lazelle, Perkins & Co. for 35 cents per pound *finished weight*, and at the present time at 40 cents, and would have engaged to finish it in four weeks.

Mr. Herrick, agent of the Nashua Iron Company, says, at the present time he will engage to make such a shaft at 38 cents per pound, but at the time it was made by Lazelle, Perkins & Co. it would not have cost as much, and that it could be finished after forging in three weeks, working only days. By working days and nights it could be done in less than two-thirds that time, and would enhance the cost but very little. He should work day and night forging the shaft as a matter of economy. Mr. Herrick says he would work nights finishing the shaft if desirable, by charging for extra steam and lights, which he says would be but a trifle.

Mr. Curtis, agent and treasurer of the Atlantic Works, says that 40 cents per pound at the present time is the highest price for such work, and that in September and October last it would have been much less. Mr. Curtis further says, that Lazelle, Perkins & Co. are *now* making shafts, *much larger and more difficult to make*, at 39 cents per pound. The foregoing prices are for the *finished work*, a close calculation of which from the original drawing makes the weight of the shaft 4,200 pounds.

As stated in my letter of the 23d ultimo, the works of Lazelle, Perkins & Co. are in operation day and night, and as a matter of economy such establishments are run day and night for heavy forgings; and the extra expense of night labor in finishing such work is acknowledged to be "but a trifle" by those most interested.

If nearly all the navy yards and private establishments in the country pay double for night labor, the bureau does not say that such is the practice at the works in question. On the contrary, I am informed that Messrs. Lazelle, Perkins & Co. do not pay their workmen *double* or even *anything* extra for night labor for finishing work, and, as before stated, all forges run night and day on heavy work as a matter of economy. Therefore, instead of being unreasonable in my opinion that because the works of Lazelle, Perkins & Co. are in operation day and night the price of the shaft should not have been enhanced, I might have further added that the work could not have been done exclusively by day labor without a very serious inconvenience to them.

As the withholding of the bill from my requisition has been considered by the department upon such explanation as I have been able to give, it appears unnecessary that I should say more in relation to the matter. The case may be

stated briefly as follows: A requisition for a crank-shaft was drawn by the authorities of the navy yard directly and unconditionally upon me. By law and regulation it was my *exclusive* duty upon *that* requisition to have made the purchase, but it appeared from the memorandum bill of Lazelle, Perkins & Co. that some person had undertaken my function and had made the purchase.

By including that open purchase bill in my requisition, when no special authority from bureau or department appeared for the purchase by another person, I considered that I should become a party responsible for the proper conditions of the bill. It was accordingly laid aside to await from *day to day* the call of the party to whom it belonged. It could not have been anticipated that two months would elapse before such call would be made, nor is it matter for surprise that I should not recall the circumstance of the reception of the bill upon the instant. It seems to me sufficient that I was enabled to correct a first impression and find and deliver the bill within a five minutes' interview with the person who called. My whole purpose and action in this matter has been governed by an earnest desire to protect the public interest by insisting upon those wholesome laws and regulations which have been devised for this purpose; and whatever difference of opinion may be entertained as to who may or may not be purchasing agents for the department, I considered that when I called attention to an apparent exorbitant charge, I was entitled to consideration rather than reproof from the bureau.

Very respectfully, your obedient servant,

E. L. NORTON,
Navy Agent.

Rear-Admiral JOSEPH SMITH,
Chief of Bureau of Yards and Docks, Washington, D. C.

—

BUREAU OF YARDS AND DOCKS,
March 7, 1864.

SIR: Your letter of explanation of the 5th instant has just been received. The bureau passed no censure for your declining to pay Lazelle, Perkins & Co. for the shaft for the Cambridge; it would rather approve your action in such cases, and trusts you have always been thus scrupulous and particular in regard to exorbitant claims presented to you for payment; for the bureaus are not always the most correct judges of the proper value of purchases made without investigation. But the bureau did intend to censure you for not reporting the exorbitant price stated by you as charged for the shaft to the authority (the commandant) who approved the bill, instead of putting the bill away, and waiting until the manufacturer called for his money, and then simply telling him you could not pay the bill.

It was your duty to have reported the case to the commandant when the bill came to you, and you objected to it; or you should have reported it to the bureau, making the purchase forthwith. In neglecting to do so, you were, in my opinion, derelict in your duty.

As to the cost of night work, it was not for me to decide. All the reports from outsid eestablishments to the department in regard to hours of labor, extra time, and extra pay, state that a large increase is allowed for night work and extra time.

Respectfully, your obedient servant,

JOS. SMITH,
Chief of the Bureau.

E. L. NROTON, Esq.,
Navy Agent, Boston, Massachusetts.

TESTIMONY

BEFORE THE

SENATE SELECT COMMITTEE ON NAVAL SUPPLIES.

Testimony of Franklin W. Smith.

FEBRUARY 11, 1864.

FRANKLIN W. SMITH sworn and examined.

By Mr. Hale:

Question. Where do you reside, Mr. Smith?

Answer. In Boston, Massachusetts.

Question. What is your business?

Answer. I am in the hardware business—a member of the firm of Smith Brothers & Co.

Question. How long have you been in that business?

Answer. I have been in it myself since 1846—seventeen years.

Question. Do you know J. L. Savage?

Answer. I have a business acquaintance with him, having met him perhaps four times in New York. I think he resides in Washington. He has business both in New York and Washington.

Question. Do you know C. W. Scofield?

Answer. I have met him as a business man at his place of business three or four times.

Question. Where was his place of business?

Answer. In New York.

Question. State, if you please, if you know any facts going to show a connexion in business between Scofield and Savage.

Answer. I know of no facts showing a connexion of interest or partnership. The only inference I have drawn in the matter is from having seen them in the same counting-room, at the same desk, side by side; and knowing that when I had occasion to find them I found them at the same place associated together.

Question. Do you know H. J. Collins?

Answer. I have no acquaintance with him. I have seen him, I think, but once.

Question. Where was that?

Answer. At the Boston navy yard. He was named to me, in my presence, I think.

Question. State if you know any connexion between Scofield and Savage, or either of them, and Collins.

Answer. The only knowledge I have of the matter is written information from the Portsmouth navy yard. I addressed the navy agent at Portsmouth, inquiring if Mr. Collins held a power of attorney from Savage to do his business in the early part of 1863, and received a reply that he did hold a power of attorney at that time from J. L. Savage. The precise language of that

power of attorney, copied from the original document, is to be found in a pamphlet published by me called "An Analysis of Certain Navy Contracts," at page 16.

Question. Do you know H. D. Stover?

Answer. I have a business acquaintance with him, having met him in the course of my business.

Question. Do you know, or have you understood, where he is now?

Answer. By information from the newspapers and the Navy Department, I understand he is in Fort Lafayette.

Question. Under what circumstances?

Answer. As informed from the ordnance office in Boston, from the Navy Department here, and from the principal witness at his trial, he is there in consequence of a conviction under a charge of attempting to bribe George H. Jacobs, jr., of Boston, a receiving clerk, to receive less copper than his invoice.

Question. Look at the contract of April 7, 1863, with J. L. Savage, as found at page 976 of the third part of the President's message and accompanying documents of the present session, containing the report of the Secretary of the Navy, which is as follows:

J. L. SAVAGE. Date of contract, April 7, 1863.

Kittery.—Class F, miscellaneous tools for engineers.

2,000 pounds cotton wiping waste	$0 80	per pound.
3 anvils, about 200 pounds	50 00	each.
18 chopping axes, handled	3 00	"
12 small axes, handled	1 50	"
6 calipers	2 00	"
6 dividers	2 00	"
4 grindstones, mounted, about 150 pounds	30 00	"
6 hydraulic jacks	290 00	"
4 scale beams	50 00	"
12 sieves	5 00	"
50 scoop shovels	2 00	"
6 steel squares	2 00	"
6 iron squares	1 50	"
4 dozen Coe's monkey wrenches, assorted	150 00	"

To be delivered as required.

Now give to the committee the market value and your means of knowing the market value of these different articles. In the first place, what was the market value at that time, April 7, 1863, of cotton wiping waste?

Answer. 35 or 40 cents per pound. We contracted for it at the same date at 40 cents a pound, as a fair price that would give us a commission.

Question. Look at the next article—three anvils of about 200 pounds, at $50 each.

Answer. We contracted in July to deliver them at $30, which we supposed would give us a fair profit—a profit, as we supposed, of about $7 50 each.

Question. The next item is 18 chopping axes, handled, at $3 each.

Answer. I cannot say the exact profit on these articles. I can only say that we offered to furnish chopping axes at a dollar and a quarter each. The prices I now give were our contract prices in July, the prices for which we agreed to furnish these axes at the Charlestown yard.

Question. The next item is 12 small axes, handled, at $1 50 each.

Answer. The market price was 75 cents.

Question. The next item is six calipers, at $2 each.

Answer. The market price was fifty cents.

Question. The next item is six dividers, at $2 each.

Answer. We furnished them at Kittery, the same yard, at 75 cents. We have furnished them at 70 cents.

Question. The next item is four grindstones, mounted, about 150 pounds, at $30 each.

Answer. We furnished them for $4 50 at Charlestown.

Question. The next item is six hydraulic jacks, at $290 each.

Answer. We furnished them to the Kittery yard in July, at $83 20, but we made a loss on them, and that circumstance should be stated. It is an article that I was unacquainted with, and in the description given in the schedule it was stated that they should be with "toe lifts," to lift them from the ground. Those words involved an extra price of about $50. That $50 should be added to the $83 20, and would make $133 20, a fair price. We could have furnished them for that, at a slight profit. They would have cost about $112 or $115 each.

Question. The next item is four scale beams, at $50 each.

Answer. We furnished them at $6 50 for Kittery, the same yard, in July.

Question. The next item is twelve sieves, at $5 each.

Answer. We furnished them for Kittery at $1 38.

Question. The next item is fifty scoop shovels, at $2 each.

Answer. We furnished them to the Charlestown yard for ninety-five cents. The prices I have given are all the fair market prices, with the exception of the jacks, on which there was a mistake, as I have said.

Question. The next item is six steel squares, at $2 each.

Answer. Their market price was 75 cents.

Question. The next item is six iron squares, at $1 50 each.

Answer. The market price was 23 cents.

Question. The next item is four dozen Coe's monkey wrenches, assorted, at $150 per dozen.

Answer. We furnished ten-inch wrenches at $10 50, and sixteen-inch at $15, which were fair prices for those sizes; but under this description of "four dozen Coe's monkey wrenches, assorted," they might have claimed sixteen-inch wrenches, although they would not be wanted, but it is a possibility that they might claim them, and would have a right to claim them. Sixteen-inch wrenches, the largest size, would be worth $15.

Mr. DOOLITTLE. This says $150.

The witness. I think that is a typographical mistake, because it was extended for a dozen. Perhaps it would be better to say $20 a dozen for these wrenches, and it would be an extravagant price. I have calculated what would be a fair, liberal average for which we could have furnished these wrenches, from our knowledge of what the department wanted, and it would be an average of $12 75 per dozen. That is what I have on my book. We would have furnished them for $12 75 a dozen, considering that we should have at that price a fair market profit.

By Mr. Hale:

Question. Now, in regard to Savage's contract to which your attention has been called, are you able to state who were the other bidders for that contract?

Answer. It appears from the Secretary's report, page 973, that there were two other bidders for that class, F, for the Kittery yard, and they were H. J. Collins and Henry D. Stover. J. L. Savage got the contract. Those were the only bidders.

Question. What was the aggregate of their respective bids?

Answer. Stover's bid was $5,039; Savage's, $4,687; and Collins's, $4,700.

Question. Now turn your attention to the contract of Joseph L. Savage of the same date, for class A, boiler iron and rivets, for Kittery, to be found at page 975 of the Secretary's report, and state the same facts in regard to the

charges there contained. The first item is 15,000 pounds best charcoal flange iron, as required, at 10¼ cents a pound. What was the market price of that article?

Answer. Seven and three-fourths cents, as proved by my own knowledge and by the price of Messrs. Pennock & Co., at the same date, for the Washington yard. Pennock & Co. are manufacturers.

Question. Now in regard to the next item, 500 pounds assorted angle iron, at eight cents a pound.

Answer. Angle iron I am unacquainted with, but I should say eight cents for 500 pounds, from my knowledge, was a fair price. It was a trifling matter.

Question. The next item is 15,000 pounds boiler iron, as required, 16 cents per pound.

Answer. Seven and three-fourths cents a pound was the price of Messrs. Pennock, manufacturers, at the same time, for the Washington yard.

Question. Have you any knowledge of your own about it?

Answer. Yes, sir; seven and three-fourth cents was a fair price at that time.

Question. The next item is 2,000 pounds boiler rivets, one-fourth inch, put down here at twelve and one-half cents a pound.

Answer. In my judgment, eight and one-half cents was the market value, and it was the price for which the article was furnished by Messrs. Pennock at the same date.

Question. Who were the bidders for that contract, as appears by the Secretary's report, page 973?

Answer. Stover, $6,030; Savage, $4,227 50; and Collins, $4,980. They were the only bidders.

Question. Turn your attention to the contract of J. L. Savage, under date of April 7, 1863, for class R, at the Washington navy yard, and tell us in regard to those prices. The first item is twelve thermometers for salinometer vats, at $15 per dozen. Do you know anything about the price of those articles?

Answer. I do not, without reference to other contracts.

Question. What are the facts in relation to that contract of which you have minutes that show anything improper in regard to it?

Answer. I make the computation of that contract to be erroneous. It will be necessary to refer to the scale at page 975 of the Secretary's report to see that.

Question. Wo were the bidders for that contract?

Answer. Collins and Savage.

Question. What is the aggregate of Savage's bid, as given in the report of the Secretary of the Navy?

Answer. $8,954.

Question. Now state whether or not you have added up and carried out in detail each of those items, and found out what the true addition is.

Answer. By my own calculations, and the verifications of my clerk, we make the correct computation of that contract, as published at page 988 of the report, to be $10,752—a difference of $1,798.

Question. Look over that whole contract if you please, and state if you see any article there in the whole list which is under the market value and if so, state what it is.

Answer. I recognize no article, according to my own information, that is under the market rate.

Question. Now state if you see any articles there that are put at prices very considerably over the market rate; and if you do, state what they are.

Answer. I see fifty reams of emery cloth at forty dollars per ream. For the size usually furnished, and the size which we have ourselves sold to Scofield or Savage, $25 a ream is the market price. I see 1,000 pounds of cotton pack-

ing yarn at $1 60 per pound. Our judgment of a fair market price was sixty cents a pound, and it was contracted for for the Brooklyn yard in July at sixty cents a pound. Then I see 2,000 pounds of oatmeal at 16 cents per pound. My judgment of an ample price is 9 cents, and it was contracted for in July at the Washington yard at 9 cents, and Stover contracted August 14, 1863, to deliver it at three 3 cents a pound. I also see 500 pounds of brass bell-wire at 75 cents a pound, a fair price for which would be 30 or 40 cents, I am uncertain which. It was contracted for at Brooklyn at the same time at 30 cents. I see 100 pounds of copper bell-wire at 80 cents. A fair ample price would be 50 cents; and it was contracted for at Brooklyn at the same time at 50 cents. I detect now steel wire at $1 50 per pound. My judgment of a fair price would be 30 cents.

Question. State on the same authority as before who were the bidders for that contract.

Answer. H. J. Collins & Co., at $9,957, and J. L. Savage, at $8,954; and they appear to have been the only bidders.

Question. Have you formed any calculation, by these prices, of how much the loss to the government was on that contract?

Answer. I have on the articles which I have named.

Question. Have you as to the whole contract?

Answer. I am not sure that there is not more; but upon the articles named the loss is $2,265.

Question. Turn your attention to class 14, ash oars to be delivered at Washington, as will be seen on page 894 of the Secretary's report. The contract seems to have been for 5,000 feet white ash oar rafters 12, 14, and 16 feet long, at 24 cents per foot. State what was the market price of those articles, and your means of knowing.

Answer. From the best information I have, the price for which white oak oars were contracted to be delivered at Kittery was 6¾ cents per foot; and in my judgment it was a fair price. To be sure, one is white oak and the other is white ash, but this is an oar completed and made, and, as I understand the white ash oar rafter, it is the material. But even if it was the oar complete, I should suppose that 6¾ cents per foot, the price of white oak oars at Kittery, was an ample price.

Question. What would be the loss on that bid to the government?

Answer. Taking it at the price at Kittery, the difference would be $950 11; but there should be some allowance for freight to Washington.

Question. Was there any other bidder for that contract?

Answer. There was no other; Savage was the only bidder.

Question. Now turn your attention to pages 884 and 885 of the Secretary's report, where is given the contract with Joseph L. Savage, of April 6, 1863, for class 34, to be delivered at Brooklyn; what have you to say about that? Is there any article in the whole contract below the market price?

Answer. I think the "alphabetical letters and figures" at $5 per set four sets, are cheaper than we should have been able to supply them, and I think cheaper than the market price by $5 a set. I detect nothing else below the market price.

Question. Now state if you see anything there above the market price?

Answer. I find ten jack-screws at $120 each. The article which we have been called upon to supply for the Charlestown yard, and which was described in similar language and was always satisfactory, and was for the same bureau, and I presume, therefore, was the same article, would have paid us an ample profit at $20 each, instead of $120. There are other articles here at ample prices, but I do not detect any others at very excessive prices.

By Mr. Doolittle:

Question. Are not those articles purchased by reference to a specimen?

Answer. Yes, sir; and the sample in the Charlestown yard is what I refer to. We should be very glad to furnish large quantities of these jack-screws, according to that sample, at $20 each.

By Mr. Hale:

Question. Turn your attention, if you please, to the contract with Joseph L. Savage, of the date of April 6, 1863, as found at page 874 of the Secretary's report, for class No. 31, zinc and tin, to be supplied at the Kittery yard. Are there any articles in that contract at a higher rate than the market price?

Answer. I see 4,000 pounds of sheet zinc at eighteen cents per pound, an ample price. Smith Brothers & Co., at the same date, bid for it to be delivered at Charlestown at fifteen cents per pound.

Question. The next article is 3,000 pounds of Banca tin at seventy cents per pound. What about that?

Answer. A fair price, as bid for Charlestown, would be fifty-seven cents.

Question. Then there are 20,000 pounds of pig copper at $20 per box.

Answer. A fair market price, reckoning the contract time, there being some credit about it, would be thirty-nine cents.

Question. Is there anything else in that contract?

Answer. I do not notice any other prices that are remarkable. The roofing tin I am unacquainted with.

By Mr. Doolittle:

Question. What is the market price of copper now?

Answer. It has been very much less, but I think it is now about forty or forty-two cents.

By Mr. Hale:

Question. Who were the bidders for that contract?

Answer. Savage, at $11,860; Stover, at $12,700, and Collins & Co., at $11,940.

Question. Now turn your attention to the contract with Savage, of April 6, 1863, for class 41, glass, to be delivered at the Brooklyn yard, as found at page 886 of the Secretary's report. Take the first article, 150 lights, 9 by 12 inches, double thick crown glass, at fourteen cents per light.

Answer. I should say that the prices of all the glass from the 9 by 12 to the 24 by 30—the whole list of glass down to lenses—were about the fair market rates. I am not able to state it with exactness, as the sizes vary very much, but I should say the prices were about the fair market rates.

Question. How is it with the 24 magazine lenses, 12 inches diameter, one and a half inch thick, polished, $20 each?

Answer. I think that is a very excessive price. I am unable to state precisely the value of those articles, because they go by weight, at so much per pound. We contracted for them subsequently at very much less, and they were offered by Scofield, for Philadelphia, at the same time, for five dollars each.

Question. Have you anything to say to the other articles in this contract?

Answer. I notice fifty dozen hexagon deck lights, three-inch, at $17 50 per dozen. I think it is an excessive price; we supply them at less; I think at $12 per dozen. They were offered by Scofield at the same time at $12 per dozen. Savage was the only bidder for this class.

Question. Now turn your attention to the contract with Savage, of April 6, 1863, for class No. 41, glass, to be delivered at Washington, as found on page 897 of the Secretary's report, and state anything that you find there.

Answer. I find every article at very exorbitant prices.

Question. Please go into the details.

Answer. There are fifty lights each of blue glass, red glass, and green glass,

10 by 14 inches, at $1 50 each, which were worth about seventy-five cents; then there are a hundred lights of window glass, 10 by 12 inches, at fifty cents each. It will be noticed that this does not require double glass, but simply window glass; while in the contract last considered, for New York, double crown glass of the same size was offered at sixteen cents per light.

Question. What do you call a fair price for those lights, which are here put at fifty cents each?

Answer. The price offered in New York I should say was a fair price, sixteen cents, for double crown glass, but that would be too much in this case because the glass is single thick. The price should be much less; I should think one-half less.

Question. That would be eight cents?

Answer. I think so; but I have to be cautious in quoting the prices of such a great variety of articles of merchandise. The next item is seventy-five lights window glass, 12 by 18 inches, at sixty cents each. Double crown glass, 14 by 18 inches, which of course includes this size, was offered by the same party for New York, at twenty-five cents. Then there are fifty lights window glass, 14 by 14 inches, at eighty cents; the same party in New York offered a larger size, 14 by 18 inches, and double thick crown glass, at twenty-five cents. Then there are seventy-five lights window glass, 13 by 16 inches, at ninety cents each; the same party offered for New York, at the same time, double thick crown glass, 14 by 18 inches, at twenty-five cents. Then there are one hundred lights, 12 by 14 inches, at one dollar each; the same party offered the same size glass of double crown, at twenty cents per light, in New York. Then there are six glaziers' diamonds at $15 each; the same party offered to deliver them at Portsmouth for $6.

Question. State if there was any other bidder.

Answer. The only bidder, according to the report, was Joseph L. Savage. I make the contract to be incorrectly computed; the bid, as stated on page 871 of the Secretary's report, is $592; the correct computation is $652 50. The contract last previously considered for glass, in New York, I make out to be erroneously computed, on page 869 of the report. It is there given at $1,278 65; I make it $1,478 65.

Question. Turn your attention to page 876 of the Secretary's report, the contract of J. L. Savage for class No. 41, glass, to be delivered at Kittery. What have you to say about that?

Answer. I notice one hundred port-lights, seven inches diameter, one and a half inch thick, contracted for at $2 each, in contrast with twelve one and a half inch, for New York, at $20 each. It would only cost proportionably according to the weight; the thickness is the same.

Question. Who were bidders for that?

Answer. John H. Bailey bid for this contract.

Question. Turn your attention to the contract with C. W. Scofield, of New York, of March 31, 1863, for class 33, hardware, to be delivered at Philadelphia. The contract is at page 889 of the Secretary's report; do you see anything in that contract under the market price?

Answer. I recognize nothing under the market price.

Question. Do you see anything very much above the market price?

Answer. I recognize 350 gross brass screws, one-half to four inches, Nos. 3 to 24, per sample, at $6 per gross. They might have demanded under this description screws worth $6 per gross; but from our experience in furnishing brass screws of the sizes demanded for use in construction by the navy, they would not be worth so much. At the same date we offered to furnish them for the Charlestown yard at $2 50 a gross, and they were offered for Portsmouth at the same time for $3 per gross, and both contracts were made. I notice composition spikes, 1,000 pounds, and 5,000 pounds, and 6,000 pounds, and five

thousand pounds, at 40 cents per pound, worth 36 cents per pound; and I notice 5,000 pounds at $5 per pound, but I presume that is a typographical mistake for 50 cents per pound. Upon that presumption, that it was 50 cents per pound, I find this class erroneously computed by an error of $2,000, the correct computation being $12,444 55 instead of $10,444 55, as stated in the scale on page 870 of the Secretary's report.

Question. Supposing that item to which you have referred to have been $5, what would have been the excess?

Answer. If that item was $5, it would make a difference of $22,500 against the government. I notice other articles at excessive rates, such as 15 papers of copper tacks at 75 cents per paper, worth from 58 to 63 cents, and smaller articles not of much consequence.

Question. Who were the bidders for that contract?

Answer. C. W. Scofield, at $10,444 55, according to the scale; Grove & Armbruster, $11,738 64; H. J. Collins & Company, $14,038 54; and C. M. Ghriskey, $10,480 54.

Question. Now turn your attention to page 978 of the Secretary's report, where is given the contract with C. W. Scofield of March 31, 1863, for class A, boiler iron, tubes, &c., to be delivered at Brooklyn. What was the market price in that case?

Answer. The market value of that iron—flange iron of the best quality—was 7¾ cents per pound, as offered by Messrs. Pennock & Co., manufacturers, at the same time for Washington. The contract price here was 11¾ cents. Here is an item of 2,000 feet of lap-welded iron boiler tubes from 1¾ to 4 inches diameter, at $3 80 per foot. An ample price at that time would have been for 1¾-inch 40 cents, for 2½-inch 50 cents, for 3-inch 60 cents, for 3½-inch 80 cents, for 4-inch $1 10. The same article was contracted for by the same party in July for 50 cents per foot, to be delivered in Philadelphia.

Question. In consequence of the price having been $3 80 instead of 50 cents, what was the loss to the government?

Answer. The loss to the government on these two items of boiler plate and boiler tubes would be $11,208 40.

Question. Who else were bidders for that contract?

Answer. C. W. Scofield was the only bidder according to the report, page 974.

Question. State any facts that you know about erroneous computations in the case of C. W. Scofield's contracts, referring to the pages of the report where they appear?

Answer. The first thing will not appear altogether by the report.

Question. Then turn your attention to the contract with Smith Brothers & Co. for class R, ship chandlery, to be delivered at Charlestown, contract made April 27, 1863, as found at page 977 of the Secretary's report. That contract appears to have been made with your firm. Will you state to whom it was first assigned, and the reason of its transfer to you?

Answer. The contract was first awarded to C. W. Scofield, of New York at the following prices compared with ours:

	Prices of contract with Mr. Scofield.		Corresponding price of Smith Bros. & Co.	
1,000 pounds nuts	$0 15	$150 00	$0 10	$100 00
200 pounds packing	70	140 00	60	120 00
200 pounds emery	20	40 00	8	16 00
20 reams emery cloth	40 00	800 00	20 50	410 00
20 hydrometers	1 50	30 00	1 50	30 00
300 pounds mercury	1 25	375 00	75	225 00
25 thermometers	1 50	37 50	1 50	37 50
25 thermometers	1 50	37 50	1 75	43 75
3,000 pounds waste	35	1,050 00	40	1,200 00
50 flue brushes	2 00	100 00	1 50	75 00
50 flue brushes	3 00	150 00	1 00	50 00

Having by accident observed a copy of the contract with Scofield, and noticing that the prices for several articles were very much in excess of the prices for which Smith, Brothers & Co. offered the same merchandise, I was induced to compute the contract, and I found an error in the addition of $1,000, the class being added up $1,910 instead of $2,910, the correct computation. I wrote to the chief of the bureau, claiming that the contract of Mr. Scofield should be cancelled and a new one awarded to us. My letter was as follows:

BOSTON, *April* 16, 1863.

SIR: We have seen a copy of a contract for class "R," in the schedule as recently advertised, which has been executed between the bureau and Mr. Scofield, of New York, in which the prices set against the articles are respectively as in the statement annexed.

As the prices of our bid (at which we are prepared to execute the contract) aggregate six hundred dollars ($600) less than the correct total of Mr. Scofield's bid, we claim that the contract with him should be annulled, and a new contract executed with our house.

Allow us to suggest whether similar discrepancies in addition of other bids may not have affected, in like manner, other contracts.

We are your most obedient servants,

SMITH BROTHERS & CO.

B. F. ISHERWOOD, Esq.,
Chief of the Bureau of Steam Engineering, Washington, D. C.

There were two replies from the bureau, which were as follows:

NAVY DEPARTMENT,
Bureau of Steam Engineering, April 18, 1864.

GENTLEMEN: Your letter of the 16th instant is received, and its subject-matter will be referred at once to the department. You are not, however, the next lowest bidders.

I am, very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief of Bureau.

Messrs. SMITH BROTHERS & Co., *Boston.*

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NAVY DEPARTMENT,
Bureau of Steam Engineering, April 21, 1863.

GENTLEMEN: The proposal of the lowest bidder for class R, at the Charlestown navy yard, having been rejected as a "nominal bid," your proposal has been accepted, and contract is this day forwarded to the navy agent at Boston, which you will please execute at your earliest convenience.

I am, very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief of Bureau.

Messrs. SMITH BROTHERS & Co., *Boston.*

The contract was accordingly awarded to us.

Question. Now give any other instances of erroneous computation in Scofield's contracts.

Answer. There is an erroneous computation in class F, miscellaneous tools for engineers, to be furnished at Brooklyn, the contract being dated March 31, 1863. The contract is on page 979 of the Secretary's report. It is computed at $1,920 25. It was a contract under the Bureau of Engineering. Scofield was the only bidder. The true computation of the contract as printed is

$1,623 25; but making two chests of tools $150 each, instead of $1 50 each, the contract will add $1,920 25. We furnished these tool chests for the Charlestown yard—all that were wanted for engineers' use—at $24 each.

Question. Turn your attention to the contract of the Bureau of Yards and Docks with C. W. Scofield, of July 21, 1863, for class 23, belting, packing, and hose, for the Brooklyn yard, and see if there is not an erroneous computation there.

Answer. It is given at $6,071 80; correctly computed it is $7,071 80. The government loses $839 43 by his bid being taken, instead of the bid of the next highest bidder.

Question. State from the report who were the other bidders, and what were their prices.

Answer. The other bidders were John R. Elvans, at $6,402 56; William A. Wheeler, $8,015 65; James R. Pugh, $9,966 55; Freeman Orne, $6,619 50; H. D. Stover, $6,232 37.

Question. Please inform the committee all that you know about H. D. Stover's contracts for oil under the advertisement of February 13, 1863, at the several naval stations of the United States, according to the report of the Secretary of the Navy.

Answer. I find that for lard oil, class C, Brooklyn navy yard, H. D. Stover had the contract at $1 40 per gallon. C. W. Scofield was the next bidder at $1 43—3 cents difference per gallon in the bids. The market price of the oil was $1 10. H. D. Stover had the contract for lard oil to be delivered at Washington at $1 10. There I find that King & Burchell bid $1 12 per gallon. H. J. Collins & Co.'s bid was $2,800; William A. Wheeler's, $2,660; King & Burchell's, $2,240; and H. D. Stover's, $2,200. The difference between Stover and King & Burchell is 2 cents a gallon; and in the other case the difference between Scofield and Stover is 3 cents a gallon, and yet Stover gets $1 10 in the one case, and $1 40 in the other.

Next as to sperm oil.

There was no contract for sperm oil at Kittery. I find the contract for the Charlestown yard, as executed, at page 977 of the report. Stover took the contract for 3,000 gallons, at $1 65 per gallon. On page 980 you will find the Brooklyn contract 2,500 gallons, at $1 68. On page 984 you find the Philadelphia contract 1,000 gallons, at $2 35. On page 987 you will find his contract for Washington 4,000 gallons, at $2 44.

Question. At Charlestown how many bidders were there?

Answer. Eight bidders: George Adams, at $6,750; H. J. Collins, $7,800; Oakman & Eldridge, $6,000; Mullett & Bradbury, $5,700; Tibeon Southard, $5,880; C. W. Scofield, $7,200; Burnett Forbes, $5,100; and Henry D. Stover, $4,950. The next highest bid in this case was $1 70. Stover takes it at $1 65—5 cents difference.

At New York the contract price was $1 68. The next highest bid was $1 70. The bidders were C. W. Scofield, $6,000; H. J. Collins, $6,500; Burnett Forbes, $4,250; and Henry D. Stover, $4,200. The difference in price between Stover and the next highest bidder was 2 cents a gallon.

In Philadelphia there were four bidders: H. D. Stover, at $2,350; C. W. Scofield, $2,400; C. M. Ghriskey, $3,000; and H. J. Collins, $2,660. The difference there is 5 cents a gallon between Stover and the next highest bidder, Scofield.

At Washington there were four bidders: H. J. Collins, at $11,000; J. L. Savage, $12,400; William A. Wheeler, $9,840; and Henry D. Stover, $9,760. The difference between Stover and the next highest bidder there was 2 cents a gallon.

Question. Now go on and give the June contracts for oil.

Answer. Under the advertisement of May 23, 1863, I find that H. D. Sto-

ver took all the contracts for sperm oil in the various yards at Kittery, $1 50; Charlestown, $1 10; New York, $1 10; Philadelphia, $1 50; and Washington $1 75, against 44 bidders.

Question. Please state now the reason why these contracts were bid so much lower at the June bidding than at the February bidding.

Answer. On or about the 24th of June, 1863, the honorable Secretary of the Navy having taken special measures concerning the opening of bids, several mercantile houses of Boston were by mutual arrangement represented on the occasion, and the opening was, according to request, prosecuted through a continuous sitting. Some bids were inspected, and copies taken. The bids for oil were, as above stated, at prices very much below the market price—from fifteen to fifty per cent. below the market price.

Question. Please turn your attention to the contract of March 30, 1863, with H. D. Stover, for class twenty-five, iron, round, flat, and square, to be delivered at the Brooklyn navy yard. The contract is at page 882 of the Secretary's report. There are 2,000 pounds round iron, from three-sixteenths to two and one-half inches, at six cents a pound. What was the market price of that?

Answer. The market price was four and one-half cents a pound, and we contracted for it for the Charlestown yard at the same time for four and one-half cents. The next item, square iron, from a quarter to two inches, at seven cents a pound, we contracted for at four and one-half cents, which was the market price. The loss on these two items is $3,250.

Question. Who were the bidders?

Answer. Joseph L. Savage, at $17,580; Henry D. Stover, at $16,060; H. J. Collins & Co., $16,450; and David W. Weiss, $16,610.

Question. Do you know anything about Weiss?

Answer. I can find no such name in the New York or Philadelphia Directory, and I can find no such man.

Question. Turn your attention to the contract for class No. 26, steel, to be delivered at the Brooklyn yard, to be found at page 883 of the Secretary's report. That is a contract with Henry D. Stover, dated March 30, 1863. What have you to say as to those prices?

Answer. I find the prices low. There are four thousand pounds extra cast steel from one-fourth to two and one-half inches square, at twenty cents a pound. That is a very low market price. Then there are six hundred pounds extra cast steel, from two and five-eighths to four inches square, at ten cents a pound—one-half the market price. It is a fictitious price. Then there are four thousand pounds octagon steel, extra, from one-half to two and one-half inches square, twenty cents per pound—a low market price. Then there are four hundred pounds round steel, three-fourths to four inches, twenty cents per pound—an ample price. Then there are three thousand pounds extra flat steel, from one-half to two inches thick, from one to four inches wide, at eighteen cents per pound—a very low price. According to the report, the bidders for this contract were Joseph L. Savage, at $3,310; Henry D. Stover, $2,280; H. J. Collins & Co., $3,328; and Samuel Mulliken & Co., who are manufacturers of steel, $2,520. Messrs. Samuel Mulliken & Co. are manufacturers of steel of whom we have purchased largely, and I know of nobody in the country that sells it at a less rate, or can afford to sell it at less.

Question. Turn your attention to the contract with H. D. Stover of March 30, 1863, for class No. 25, iron, round, flat, square, &c., for Philadelphia, to be found at page 888 of the Secretary's report. What about those prices?

Answer. All the articles are at liberal prices, with the exception of ten thousand pounds round iron, three and one-fourth to four and three-fourths inches, at two cents a pound, which is less than half its worth—a fictitious price.

Question. Who were the bidders for that?

Answer. The bidders for that contract were William F. Potts, at $5,966; Burnett Forbes, $6,535; C. W. Schofield, $6,220; Henry D. Stover, $5,523; and H. J. Collins & Co., $6,831. William F. Potts is an iron merchant in Philadelphia.

Question. Turn your attention to the contract, to be found at page 883 of the Secretary's report, with H. D. Stover, for class No. 28, iron nails, wrought and cut, to be delivered at Brooklyn, dated March 30, 1863. What do you say about those prices?

Answer. I see that on fourteen thousand pounds of nails he receives $400 more than was paid to Smith Brothers & Co. on like quantities of the same description for the Charlestown yard at the same time. I see ten thousand iron cut nails, from four-penny to forty-penny, seven cents per pound. We sold them at five and one-fourth cents, and that was the market price. I see here one thousand pounds iron cut finishing nails, from three-fourths to one and one-half inch, at fifteen cents a pound. We sold them for seven and one-half cents, which was the market price. He got a hundred per cent. advance on the market price. I see three thousand pounds iron brad-headed nails, four-penny to ten-penny, at ten cents per pound. We sold them at five cents a pound.

Question. Who were the bidders for that contract?

Answer. Savage, at $1,421; Stover, $1,370; and Collins & Co., $1,784.

Question. Now turn your attention to the contract, to be found on page 984 of the Secretary's report, with H. D. Stover, of date March 30, 1863, for class A, boiler iron, to be delivered at the Philadelphia navy yard.

Answer. That contract was for two thousand pounds boiler iron, best charcoal, from one-eighth to one-half thick, at fourteen cents a pound. It was worth seven and three-fourths cents, as previously shown in other statements. It was offered for other yards for that, and that was a fair market price. The bidders were Stover, at $280; C. W. Scofield, $394; C. M. Ghriskey, $300; and H. J. Collins, $300.

Question. What bids do you find rejected, and on what grounds?

Answer. I find some bids rejected for fictitious prices, because the prices were too low—unreasonably low. I find but one instance of a bid being rejected on account of the prices being too high.

Question. What case was that?

Answer. It was in the case of J. L. Savage's bid for class No. 33, hardware, to be delivered at the Brooklyn yard, as will be found by reference to page 869 of the Secretary's report.

Question. Do you find any rejections of the bids of Messrs. Stover, Savage, and Scofield?

Answer. With the exception of the bid just named of J. L. Savage, rejected for the prices being too high, I have not found that any of the bids of J. L. Savage, H. D. Stover, or C. W. Scofield were rejected, although I find in some instances in their bids prices as high as twelve times the market value, and in some instances prices at less than one-half the market value, and in one instance about one-twelfth the market price. I will state these cases. I find that J. L. Savage had round iron for six cents per pound, as will be seen at page 873 of the Secretary's report. I find that H. D. Stover had iron for two cents a pound, as will be seen on page 888. I find that J. L. Savage had lenses, 7 by 1½ inch, at $2 each, and again at another yard, 12 by 1½ inch, at $20 each. I find that J. L. Savage had Banca tin at 70 cents, as will be seen at page 874, and H. D. Stover at 58 cents, as will be seen at page 883. I find that C. W. Scofield had boiler iron at 11 ¾ cents, as will be seen at page 978, and J. L. Savage had it at 16 cents, as will be seen

on page 975, while Messrs. Pennock & Co., manufacturers, had boiler iron at 7¾ cents per pound, as will be seen by reference to page 894.

As an instance of a contract awarded to H. D. Stover at a price most fictitious, at a rate too low, I find on page 1010 a contract with him for 50 dozen shovels, scoop, steel, at one dollar per dozen, worth $12 per dozen.

Question. So far as you have examined this report, and compared the prices in the contracts you have mentioned, what is the loss to the government?

Answer. I find the loss to the government on these contracts analyzed, and computations considered, to be not less than $20,000 on a gross amount of about $90,000, the prices being in excess of fair market values or of prices for the same merchandise in other contracts.

Question. What attracted your suspicion and attention to these contracts, and induced you to make the analysis which you say you have made?

Answer. In the first place, a report made to me during March or April, 1863, of very excessive prices obtained on certain contracts in the Portsmouth yard—70 cents per pound for Banca tin, and 18 cents for zinc above mentioned—added to subsequent information that Mr. Bailey, of Portsmouth, who has held many contracts for the Kittery yard, did not bid on that occasion, and not being aware of any bidder from Boston or Portsmouth for that class of zinc and tin. That was the first thing that drew my attention to this matter.

My conviction as to the manner these contracts were obtained was established in consequence of an interview in the counting-room of Smith Brothers & Co., in Boston, held on the 1st of June, 1863. At about 2 p. m. of that day Mr. Pratt, of the firm of Bowers, Pratt & Co., of Boston, entered our counting-room, where were present, during a portion of the time he was there, my father, Mr. Benjamin Smith, and during the whole time, my brother, Mr. Benjamin G. Smith, and myself. He remarked that he had come to consult me on rather a delicate matter. I requested him to proceed. He stated that he was about to obtain some government contracts—navy contracts—or words to that effect. I replied that I saw nothing delicate in that matter; it was a matter of free competition to all. He remarked that he had friends at Washington—"You know how those things are done; a commission fixes them." I replied that I or we had never paid a mill. He said "it had been done; the wheels were greased in the case of the large prices on late contracts." I argued with him that I did not comprehend how it was any object for persons to bid with such expectations of large prices; that we should offer the goods at a mere commission, and there were parties in New York, Mr. Stover and others, who would compete. He said he stood better there probably than Stover did. If the management of things could be left to him in Washington for the joint concern, or for the interest of all concerned, some good prices could be obtained—ought to be 25 to 30 per cent.

I inquired what his expectation was as to outsiders' competition; that the contracts being now limited in quantity, there was nothing to prevent the free competition of all parties. He said as to the outsiders' competition, there need be no fear of that; that could be managed or taken care of, or words to that effect. He said he knew the man from Plymouth county. I did not know to whom he referred, and inquired. He said Mr. Murdock. He afterwards said that he also knew Mr. Farwell. He referred to his intimate relations with them, and his acting for them in the matter of their finances, as having aided and been a party to the purchase of valuable estates, as I understood, by both of them, in Bridgewater, Massachusetts; that he knew them well; that Mrs. Farwell and Mrs. Murdock were soon to see him as to obtaining furniture, or advising with him as to furniture for their houses. He said that he wished to get my acquiescence in the arrangement with him, as he should go

to New York to-morrow to see a party. I asked him how he could expect that Stover, Savage, and Scofield could be brought into such an arrangement. He replied "that would be fixed; they would have to do as others said," or words to that effect. I had not up to that time heard of Mr. Murdock, and have never known him; do not know him by sight at present. I had had some acquaintance with Mr. Farwell, he having rendered me various courtesies on my visits to the bureau in Washington.

I declined giving my assent to any such arrangement; told him I would think of it. He stated that Mr. Matthias Ellis—I think his brother-in-law—was to be concerned with him in the matter; that they wanted the iron and metals as in their special line, and that we could have the hardware. I told him that he could go to New York, and report to me on his return what arrangements he made.

I immediately communicated the information above stated to the navy agent at Boston—that same afternoon. I am uncertain whether it was before my call upon the navy agent that afternoon, or after that, upon the urgent request of Mr. Pratt, I called upon Mr. Ellis, in his counting-room in Federal street. I met Mr. Pratt there again; they both urged me strongly to acquiesce in the arrangement. Ellis remarked with reference to the facility for obtaining good prices, as above suggested, that if the matter was left to Mr. Pratt it could be arranged; prices could be carried up. Upon my information being given to Mr. Norton, the navy agent at Boston, he remarked with energy and decision, "This must be stopped, no matter at what cost," or to that effect, and arranged with me at the earliest opportunity to see the Hon. Mr. Gooch, the representative of the district in which the yard is situated, for consultation on the subject. I think it was the next day—I am confident it was the next day, at about 10 or 12 in the morning, Mr. Norton and myself called upon Mr. Gooch and gave him the above information. I urged upon Mr. Gooch that efficient measures should be taken to protect the government against such a movement; that I was extremely desirous to have this protection, not only for the sake of the government, but for our own credit as government supplyers; that if such things were to be perpetrated, the inevitable consequence would be that parties associated with the government in business would be scandalized, and their reputations damaged as connected with government transactions, although having no part especially in such wrong; that it would throw universal discredit on all government purchases.

Mr. Gooch assented fully to my solicitation, and expressed himself ready to do anything that was necessary in the matter. He inquired of me what could be done to prevent it. He advised me to await Mr. Pratt's return from New York, and bring him what further was said. Upon his return from New York, some three or four days after, Mr. Pratt called upon us again, in our counting-room, and expressed a desire for my conclusion. I evaded a direct answer, wishing to obtain all the information possible in the matter, and told him that in a few days I would let him know my conclusion. I think it was about a week after that that I said to Mr. Pratt that we had concluded to make up our bids as usual, and send them to Washington, and take our chance for contracts, more or less

Meanwhile Mr. Norton and myself held prolonged consultations with the honorable Mr. Gooch, during which the means of frustrating the plan above named were considered. It was finally decided that I should place certain suggestions of mine in writing, such as the securing bids from all inspection prior to the hour of opening, and a continuous sitting during the opening, so that all the bids might be opened on the same day, and other such precautionary measures carefully drawn. These suggestions having been prepared in writing, were ac-

cepted by Mr. Gooch, as efficient precautionary measures, provided the Secretary of the Navy could be induced to apply them. As the time for the opening of the bids approached, it was arranged for Mr. Gooch to meet in Washington, I think, Senator Sumner and the honorable Mr. Hooper, and that they should together hold a private interview with the Secretary of the Navy, and press upon him the prompt adoption of these precautionary measures.

Our own firm took further precautionary measures in the matter. We secured the attendance, if I remember rightly, of Mr. Carpenter, of the firm of Banker & Carpenter, of Boston, and Mr. Pippey, of the firm of B. Y. Pippey & Co., of Boston, and I went myself personally to New York and arranged that two clerks in the employment of our New York house should go to Washington to attend the opening of the bids—Mr. Richardson and Mr. Tower.

Meanwhile I had heard of other contracts at exorbitant prices. This plan, as proposed to me, revealed at once light upon the *modus operandi* of the matter. I was confident that this could not be the first suggestion of such a scheme, and that previous biddings and awards would reveal the inducements which tempted the proposition of this plan to us; and it was from these convictions that I awaited the publication of the report of the honorable Secretary of the Navy, and proceeded to examine it with the results above stated.

Testimony of Benjamin G. Smith.

FEBRUARY 12, 1864.

BENJAMIN G. SMITH sworn and examined.

By Mr. Hale:

Question. You may state the conversation which took place in the presence of Mr. F. W. Smith with Mr. Pratt.

Answer. It was on the first of June, 1863. Mr. Pratt, of the firm of Bowers, Pratt & Co., came into our counting-room; our firm is Smith Brothers & Co., of Boston. My brother and myself were present all the time of the conversation; my father a part of the time. He made an application to us to join in a combination to secure contracts. Pratt said "as to competition, there need be no fear of that; that can be managed" or "taken care of," or words to that effect. He said he had friends at Washington, and stood better there probably than Stover did; knew the man from Plymouth county; and remarked "you know how these things are done; a commission fixes them." Then my brother remarked that he had never paid a mill, bringing his fist down with great power on the desk. Pratt said it had been done; the wheels were greased in the case of large prices on late contracts. Pratt said that if the management of things could be left to him in Washington for the joint concern, or for the interests of all concerned, some good prices could be obtained—ought to be 25 to 30 per cent. Pratt requested my brother to have an interview with his brother-in-law, Matthias Ellis, of Boston, who was interested with him. One or two of our clerks were observant of our conversation; I do not know whether they could hear it or not. The memorandum which I hold in my hand was a piece of waste paper on my brother's desk. This conversation occurred about two o'clock p. m. On the same day we recalled the conversation carefully and made note of it on this paper, and were very careful to note nothing which we did

not precisely remember. It is in my brother's handwriting. Mr. Pratt remarked that he was assisting the wives of Messrs. Murdock and Farwell in the purchase of furniture; one of these men was the man from Plymouth county; that they had purchased valuable estates in the vicinity. Those are all the facts bearing directly on this transaction that I now remember.

Testimony of E. L. Norton.

FEBRUARY 12, 1864.

E. L. NORTON sworn and examined.

By Mr. Hale:

Question. What official position do you hold?

Answer. Navy agent at Boston, Massachusetts.

Question. You can state generally what the duties of a navy agent are, as prescribed by the statute, or by instructions from the Navy Department to you.

Answer. The instructions of the Navy Department do not speak in regard to the agent's duties to pay money. My duties are: first, to pay all audited demands of the Navy Department that are sent to me for payment, to pay moneys on contracts, advance pay to officers, half-pay to the families of seamen and officers, and moneys due on all open purchases without advertisement, made by myself or by the bureau; secondly, my duties are to make open purchases, according to the instructions of the department, of goods required for immediate use, of the best quality, and at a fair market price.

Question. State to the committee whether or not any attempts have been made by any of the bureaus of the Navy Department to interfere with your duties and control you; and if so, state what they are.

Answer. I will give a history of a few instances that occur to me. Within a very few days after my entering upon the duties of my office I was informed by a hardware merchant of Boston, Mr. Hall, a navy contractor for fourteen years, that there was to be a large requisition for tobacco and bread, and that he desired an opportunity to offer those articles. I told him that when I received the order I would give it attention. About one week subsequently he came to me and informed me that he had furnished those articles; that, by direction of the Bureau of Provisions and Clothing, the inspector at the yard was authorized to make the purchase; that the inspector did not feel himself competent to make the purchase himself, not being a business man, and that he had called upon him (Mr. Hall) to make it, and accordingly he had made the purchase. My reply to him was, that of course I had nothing to do with such a transaction as that—it was entirely outside of my office. The bills for the tobacco and bread were subsequently audited by the bureau and paid by me. It was quite a large amount, I think 50,000 pounds of tobacco and 300,000 pounds of bread. In a few days subsequent to that, articles appeared in the newspapers, I believe of New York and of Springfield, Massachusetts, detailing the transaction; and finally I was informed by the chief of the bureau that he repudiated the transaction; and had compelled the hardware merchant to refund some thousands of dollars that were taken out of reservation bills in another bureau, which were likewise paid at my office—from six to eight thousand dollars excess of price.

It appeared from a conversation that I had with the inspector and with the chief of the bureau that the inspector had no authority from the bureau to

make this purchase. The inspector was Paymaster Buchanan, of the navy. The inspector was authorized to procure these articles, but the chief said that he contemplated that he should procure them through the regular channel—through the navy agent.

Question. Now state any other transaction.

Answer. The next transaction of the nature that I recollect was, that there were bills sent to my office from the bureau, approved by the chief of the Bureau of Ordnance, for powder-cloth. The first voucher that came to me for powder-cloth stated simply "powder-cloth, seven thousand and odd hundred dollars," and was approved by the chief, without specifying yards, or any description at all. The voucher was so extraordinary in its character that I laid it aside and did not require the money to pay it, thinking that I would make inquiry of the department in regard to it. It laid there a few days, when another voucher was returned. Both of these vouchers were in favor of Milton, Cushman & Co., of Boston. The subsequent voucher specified the yards, widths, and colors of the powder-cloth, with the prices. In addition to the aggregate of those prices, there was a charge made on the face of the bill of five per cent. commission.

Question. Do you recollect the amount of that last bill?

Answer. Seventeen thousand and odd hundred dollars. I likewise laid that bill aside. Within a day or two the naval officer of the port, Mr. Amos Tuck, called upon me and inquired if I had made purchases of powder-cloth. I told him that I had not, but that I had vouchers in my office for such purchases, apparently made by the chief of the Bureau of Ordnance. He requested me to hold on to those vouchers; that the custom-house authorities were investigating the transaction; that it appeared that Milton, Cushman & Co. claimed that the duties should be remitted upon those goods, and an order had been received from the Secretary of the Treasury authorizing the duties to be remitted, as they were imported on government account, but that the naval officer considered that the price did not indicate that the goods were imported at cost, and he was investigating that matter. He subsequently informed me that they had ascertained that the price was excessive. I likewise took steps to ascertain what a fair price was. I induced a merchant of Boston, B. Y. Pippey, to make the inquiries. He sent to Bradford, England, with samples of the identical goods, and returned an answer to me giving the prices at which the goods could be put down in Boston, free of duty. These prices ranged, I believe, from forty to sixty per cent. below those paid by the bureau.

I considered it my duty to report the transaction to the department. The result was, that the Secretary telegraphed me to withhold the funds. I should say that in the mean time I had put the bills in my requisitions. The funds were in my hands some eight months, about $25,000. I then was directed to pay the bills, and have been informed since, by the present acting chief of the bureau, Commander Wise, that he made the bargain for the powder-cloth; that he did not intend to pay these parties a profit, but that the department had decided that the terms of the bargain required that they should pay the prices named in the bills, and I paid them.

Question. State any other attempts that have been made to interfere with you in your office.

Answer. Attempts have been constantly made by unauthorized persons at the yard to make purchases, under the plea that they were authorized by the department to do so. In some cases I have declined to put the bills in my requisitions, or to recognize the bills at all, on account of the purchases being unauthorized. The next case of the kind that I remember was a purchase of blankets by Paymaster Bradford, acting as inspector of provisions and clothing at the Charlestown yard. I received a requisition from the yard in due form, drawn by Mr. Bradford and approved by the commandant, for one thousand gray

blankets, as per sample. At the request of Mr. Bradford I delayed purchasing the blankets until, as he said, he could confer with the chief of the bureau in regard to them. I delayed from day to day, asking him in regard to the purchase several times, until finally I learned from a merchant that he had put the blankets into the yard without my knowledge. I then considered it my duty to fill the requisition at once, thinking that blame might be attached to me if I delayed. I accordingly bought the blankets, as per sample, Washington Mills gray blankets, and sent them to the yard. Mr. Bradford refused to inspect the blankets that I purchased, and made out a bill for those purchased by himself and sent it to me. I reported the case to the chief of the bureau. He ordered Mr. Bradford to inspect my blankets, and allowed me to withhold payment for those purchased by Mr. Bradford, saying that he was unauthorized to purchase the blankets himself. Subsequently, upon the representation of the parties who furnished those blankets, (Jordan, Marsh & Co., of Boston,) that they furnished the blankets innocently, without any knowledge in regard to who was authorized to purchase them, the bill was audited and paid. I believe that the price of those blankets was not an excessive one, considering the grade of the blankets, but was about one dollar per pair higher than I paid.

Question. State whether or not any attempts have been made to direct you as to whom you were to make open purchases of.

Answer. In one case I received a requisition from the yard for, I believe, two hundred tons of Manilla hemp, drawn by the storekeeper originally, and approved by the commandant of the yard, coming from the commandant, the proper authority. With the requisition there were directions to purchase of certain parties.

Question. Name them.

Answer. I cannot recollect them now.

Question. Certain parties by name?

Answer. Yes, sir; by name and at a certain price.

Question. Do you mean a fixed price?

Answer. Yes, sir; a fixed price, saying that it was by direction of the chief of the Bureau of Equipment and Recruiting, at that time Admiral Foote. I had had a conversation with Admiral Foote a few weeks previous to that in regard to the purchase of hemp, in which he stated that he did not feel authorized to interfere with the manner of making the purchase with the navy agents; that they were responsible for the purchase; that it must be at a fair price, and subject to test and inspection at the yard. I immediately went into the market, considering it my duty, notwithstanding the instructions, and inquired the price of hemp. I found that I could make a very material saving below the price named in the requisition. I telegraphed the fact to Admiral Foote. I received a reply by telegraph, directing me to purchase where I could purchase at the best advantage. I communicated that reply to the commandant of the yard, and went on and made the purchase accordingly.

Question. In your telegram to Admiral Foote did you inform him of the directions given you?

Answer. I did, in effect.

Question. Did Admiral Foote make any answer to that part of it?

Answer. He did not.

Question. Is there any other case?

Answer. In March, 1862, I received a requisition from the navy yard in due form, approved by the commandant, for two Sampson bolt-pulling machines, No. 1 and No. 2—price of No. 1, $950; price of No. 2, $850.

Question. Do you mean to say those prices were put into the requisition?

Answer. Yes, sir; and the requisition said: "By order of the chief of Bureau of Yards and Docks, dated February 28, 1862. Furnished. (Immediate use.") The bills were rendered with this requisition, or immediately after. I did

not make the purchase. The bills were in favor of Seth Wilmarth. They were audited by the bureau and paid by me. In connexion with this I would say that some months afterwards I received a requisition from the commandant of the yard for two Sampson bolt-pulling machines, the same kind of machines in the usual open form. I was waited upon very soon after receiving the requisition by Mr. Wilmarth, and he proposed to furnish them; I told him I would make investigations in regard to the price. Immediately upon receiving the requisition, I had requested a merchant of Boston, Mr. Smith, to make investigation in the New York market, where he had a house, as to the price of these machines. After Mr. Wilmarth called upon me, Mr. Smith reported to me that he could procure the No. 1 machine at $600 from Mr. Wilmarth's agent and the No. 2 machine at $500. I closed the bargain with him for the machines at those prices. Subsequently Mr. Wilmarth called upon me for an answer, and told me that he would not allow the machines to be delivered to the government at the prices proposed by his agent; that it was an understanding that he should receive more from the government than those prices. I replied to him that unless he allowed the machines to be delivered I should report the matter to the department. He accordingly consented, and the machines were furnished at those prices.

Question. Have there been any recent attempts by the Bureau of Ordnance to interfere with you? And if there have been, give us the details.

Answer. Some time in August last I received a bill from the ordnance department of the navy yard for worsted throms to the amount of about $380—a usual open purchase bill. Commodore Missroon is the first ordnance officer in charge at the yard. The bill was not approved by the bureau, and I accordingly returned it to the commandant with my objections to it, as being in violation of law, usage, and the regulations of the department. I received an inquiry from the commandant as to what law or regulation was violated in the purchase. I referred him to chapter 28 of the laws of 1809—section 3 of an act passed March 3, 1809. The regulation to which I referred him was article 1 of the instructions of the Navy Department in regard to the government of yards and docks, issued by the Secretary of the Navy. Article 1, under the head of "Navy Agents," says that all articles to be procured, either upon contract or open purchase, shall be procured by the navy agents, who shall be responsible that they are forthcoming and according to contract, or if upon open purchase, at the lowest market price. I quote from memory, but it is substantially as I give it. The bill subsequently was returned to me from the bureau for payment, with the indorsement of the chief of the bureau, Commander Wise, and was accordingly paid by me, as that has always been considered equivalent to an order to pay. Previous to this time all my purchases had been satisfactory, so far as I knew, to the inspector and to the chief of the bureau. They had all been approved of by those two officers. Very soon after this I was called to an account by the chief of the Bureau of Ordnance for certain purchases made by me. Certain prices that I had paid were criticised. I made explanations which I presume were satisfactory to the chief of ordnance. Soon after that another bill, in favor of Henry Atkins & Co., of Boston, was sent to me for payment from the inspector of ordnance at the navy yard—a purchase not made by me, but by him. The amount of the bill was $300 or $400. I took the bill, went to Henry Atkins & Co., and inquired of a member of the firm of whom they received the order for the purchase. He replied that they did not furnish the articles on the bill, but at the request of a Mr. Simpson, of Charlestown, they had permitted the bills to be made in their name. I then went to Mr. Simpson and inquired of whom he received the order for the purchase. He said that it was handed to him by his brother, a clerk in the ordnance office at the navy yard, but that he did not furnish the goods, that they were furnished by Atkins & Co. I reported this case to the chief of the Bureau of Ordnance

here. The inspector, as I found by copies of letters furnished me by the bureau afterwards, was called upon to explain, and he based the transaction upon authority granted to him by the chief of the bureau to make all open purchases direct himself, "in order to avoid any future controversy with the navy agent."

Question. Did he state that, or did you see it in writing?

Answer. It was in a copy of a letter furnished to me by the chief of the Bureau of Ordnance, purporting to have come from Commodore Missroon, inspector of ordnance at Charlestown, to the chief, in explanation of this transaction. I then entered into a correspondence with the chief of the bureau in regard to the matter; and finally, without rendering any formal decision, they have conceded the open purchases to me; that is, all open purchases not made by the chief of the bureau himself.

Question. Are there any other instances that you have particularly on your mind?

Answer. In the latter part of November or the first of December, 1861, I received a requisition from the navy yard, approved by the commandant, "for five sets of Wells and Gorman's submarine armor, complete, to be selected. (Immediate use.") On the face of the requisition was indorsed these words:

"Mr. Thomas F. Wells, the manufacturer, will hand you this.

"WILLIAM L. HUDSON, *Commandant.*"

I ought to say here that the words "to be selected," under the instructions of the department, authorize some person from the navy yard, or some person appointed by the commandant of the yard, to select the articles. Mr. Wells handed me this requisition, and I inquired of him in regard to the armor and the price. He named, as a price, $2,000 a set, and said that had been fixed with the chief of the Bureau of Yards and Docks, Admiral Smith. I was unacquainted with the article, and suggested to him that the price appeared high. He said that it was not high, that he had had a good deal of trouble and some expense to get the requisition through, and that he would make no reduction; that the price was already fixed. Accordingly he furnished the armor, and the bills were sent to the bureau and audited there and paid by me.

Subsequently to this, I was informed by the storekeeper, Mr. Dunham, that he had accidently fallen in with the actual manufacturer of this armor, and the manufacturer had informed him that the price of the armor was $1,100; that they never asked over $1,400.

Question. Can you state who the manufacturer was, and where he resided?

Answer. I cannot.

Question. Have you stated all the cases of that kind, or was it a common occurrence?

Answer. There were several other instances, but these are all that I now particularly remember. I desire also to state to the committee that the contracts made under the law of the last session are very favorable to the government as compared with the former system; and I believe that the government at our station has made a saving of many thousands of dollars below the average market price which has ruled since the law was enacted. The purchases of navy agents are subjected to very severe criticism, whereas the purchases of the chiefs of the bureaus are not reviewed by anybody. I should like to state here the difference between these purchases.

Question. State it, if you please.

Answer. When the chief of a bureau makes a purchase, not under contract after advertisement, there is no party to review that purchase. The article purchased is subjected to an inspection by an inspector selected by himself, in regard to quantity and quality only, to see that in those respects it conforms to the terms of the bargain. The price is never brought in question by any one. When a purchase is made by a navy agent in the first place, it is founded upon a re-

quisition originating with the authorities of the yard or the Navy Department itself, and it is made under instructions to procure articles of the best quality and at a fair market price. The article is then subjected to the inspection, first, of an inspector at the navy yard, who is to examine it in regard to its quantity and quality and the fairness of the price, and if approved by him, he is to certify to the same. It is then subjected to the inspection of the head of the department in the yard where the article is to be used, who is to make a like examination and a like certificate if approved. It is then submitted to the commandant of the station, who is to make a like examination either by himself or by an agent furnished to him by the department, and he is to make a like certificate. Finally it is submitted to the chief of the bureau for which the article is to be purchased, who is to approve the same before any payment can be made on the bill.

Question. Mr. Norton, you have been navy agent about three years. From your observation, how will purchases made by navy agents and by the officers of the bureau, without the intervention of navy agents, compare as to prices?

Answer. In those cases to which my intention has been directed, I think the purchases by navy agents are better than by the officers of the bureaus. That has been generally so.

Testimony of Edward B. Neally.

TUESDAY, *February* 16, 1864.

EDWARD B. NEALLY sworn and examined.

By Mr. Hale:

Question. Are the documents which you have brought with you the original bids from the files of the Navy Department?

Answer. Yes, sir; original bids from the files of the Bureau of Steam Engineering, in the Navy Department.

Question. When the bids are first put in, is there anything more than the price put down?

Answer. Yes, sir; the prices are carried out in the bids precisely as they are in those which I now present.

Question. Were these bids originally received in pencil or in ink?

Answer. In ink.

Question. [Exhibiting to the witness the bid of H. D. Stover for class C, lard oil, to be delivered at the Charlestown yard.] Look at this bid and tell me if these prices have not been altered?

Answer. Not at all.

Question. Were all these prices received on this paper; $1 10 a gallon for lubricating oil; $1 for neat's-foot oil; and $1 50 for sweet oil?

Answer. Yes, sir.

Question. Were they all received in ink?

Answer. All received in ink.

Question. When were the pencil marks made that are there, do you know?

Question. I do not know anything about that. Those must have been there before the bid was put in. It must have been put in by the man in that way.

Question. Now look at this bid and tell me if it is now as it originally came to the office, [exhibiting to the witness the bid of H. D. Stover for class No. 44, tallow, to be delivered at the Charlestown yard, which bid is as follows:

"5,000 pounds pure beef tallow, price 15 cents per pound, $750.

"Total, six hundred dollars."]

Answer. That is doubtful. That seems to have been recomputed by us from the column of prices, and the changes were probably made at the bureau. We

took as the basis the prices in the column of prices, and if the column of amounts does not foot up according to that, we change it to make it correspond.

Question. Does not the alteration seem to have been made in the price as well as in the amount there?

Answer. I do not think it was so—it could not have been.

Question. Look at it again, and see how it appears now?

Answer. It appears as if it was. It appears as if in the column of prices there was originally a 4 which has been changed to a 5.

Question. Now look at this other bid of Stover's for class E, and state whether the prices there do not seem to have been altered.

Answer. No, sir; not unless the ink was put over the pencil marks. The ink marks do not seem to have been altered unless there was a new thing put in.

Question. But there are pencil marks under each of the three prices in this bid, are there not?

Answer. Yes, sir.

Question. Now look at his bid for class F, and see if the same is not true there?

Answer. The same is true there.

Question. And of all those prices?

Answer. Almost all of them.

Mr. HALE. Yes, there is one exception, the "5" does not seem to have been altered.

The witness. Nor the "ten" either. Some of the others seem to be.

Question. How is it with class Q, sperm oil?

Answer. The same is true there.

Question. Now show me another bid for class C?

Answer. Here are the bids for the Boston navy yard.

Question. Was Savage a bidder there?

Answer. He was not.

Question. Look over that bid [handing to the witness George Adams's bid] and see if there are any alterations from pencil marks to ink marks there.

Answer. No, sir; some of them are left in pencil, and one is entirely in pencil. This would have been the lowest bid, but it was withdrawn before the contract was given out.

Question. Now look at the bids of Stover for sperm oil and lard oil to be delivered at Charlestown, and state to the committee whether all or nearly all of Stover's bids appear to have been tampered with in some way before or after they were put in.

Answer. There are ink marks over pencil marks in that and in others.

Question. In nearly every case?

Answer. I think so. The bids are here; you can see.

Question. You have shown us Stover's bid at Charlestown; who was the next lowest bidder there?

Answer. Mullet & Bradbury got the contract. Stover was beaten there. There are two below him on lard oil. Stover did not get the contract on his bid on the class you have been looking at. The contract was givent to Mullet & Bradbury.

Question. Under what advertisement were these bids?

Answer. The advertisement of February 13, 1863—the first advertisement of the bureau.

Question. Look at the bids for sperm oil; who was the next lowest bidder to Stover on that?

Answer. Burnett Forbes appears to have been.

Question. How many other bidders were there?

Answer. There were eight bidders altogether under the advertisement of

February 13, 1863, for sperm oil to be delivered at the Charlestown yard, and Mr. Stover got the contract at $1 65 a gallon.

Question. Tell the committee how much lower Stover's bid was than Forbes's bid in that case?

Answer. Forbes's bid was $1 70; Stover's $1 65 a gallon—a difference of five cents. All the other bids are higher.

Question. Give us the same facts from the bids themselves, in relation to the bids for sperm oil, to be delivered at New York.

Answer. There were four bidders there—Scofield, Collins, Forbes, and Stover. The contract was given to Stover at $1 68 a gallon.

Question. State whether every one of the figures in Stover's bids does not appear to have been tampered with in some way.

Answer. The last were changed by us probably.

Question. No matter by whom they were changed, do not they all appear to have been changed?

Answer. The first appear to have been altered from some other figures. If the aggregate footing does not come out right, we change that.

Question. Look at this paper as closely as you can, and give the committee your judgment whether the original price in this bid, both in pencil and ink, was not $1 40.

Answer. It looks like it.

Question. Both the pencil and the ink marks?

Answer. Yes, sir.

Question. And it appears to have been changed to $1 68, does it not?

Answer. Yes, sir.

Question. Does the sum that is carried out appear also to have been changed—the total?

Answer. Yes, sir.

Question. Can you determine what that was?

Answer. No, sir. It is written here "three thousand five hundred dollars." The total footing appears to be $4,200.

Question. Now show us the next highest bid for that class at New York.

Answer. The next highest bidder was Burnett Forbes, and his bid was $1 70 a gallon—$4,250 in all.

Question. Now give us the Philadelphia bids.

Answer. Here is Stover's bids for class 2, at the Philadelphia yard.

Question. What is the price that he offers there?

Answer. $2 35 a gallon.

Question. State to the committee whether you see any alterations made in that bid, and begin with the writing first.

Answer. The alteration in the writing is a "three" that is changed. In my handwriting that is, and there is a change in the carrying out $2,350. These also are my figures.

Question. State whether the other bids under that appear to have been nearly all altered.

Answer. Yes, sir.

Question. Show us the next highest bid for class Q, sperm oil, at Philadelphia.

Answer. The next highest bidder was C. W. Scofield, at $2 40 a gallon.

Question. Have there not been some alterations made there in the prices?

Answer. There seem to have been, but he did not get the contract.

By Mr. Doolittle:

Question. If you wish, you can make any explanation you deem proper with reference to these bids.

Answer. When the bids are received, all the force of the bureau is detailed to verify them, to see if they are correct according to the column of prices, and

they are distributed around among the different clerks and engineers; and if the aggregate footings of the bids are not correct according to the column of prices, we make them so. The advertisement states that the column of prices is to be the standard; and if they do not come out according to that, we change them to make them fit, and change the footing accordingly. After that we give the contract to whoever is the lowest bidder. I recognize my own handwriting in that particular case; I recognize that I verified the bid.

Question. Do you recognize the handwriting of these figures in the bid for sperm oil, at Brooklyn, which has been called to your attention?

Answer. I do not.

Question. How many clerks are these distributed among?

Answer. All we can spare, probably five or six of us in all. It is all done under my supervision.

Question. In relation to this matter of the change of the bid for New York from $1 40 to $1 68, what is your idea in regard to it?

Answer. That the bid when it was opened contained the price of $1 68, and the corrections in the amounts were made by us, probably. They look to have been made by us. The prices could not have been altered by us without corruption on our part; but the figures in the column of amounts could have been altered, because that we openly do, if necessary. The written sum was "three thousand five hundred dollars," but we take that as of no account. The advertisements state particularly that the column of prices is the standard.

Question. As to this particular contract of Stover, do you remember anything about what clerk or engineer had the bid in his hands for verification?

Answer. I do not remember.

Question. Do you make any mark on the papers to show to whom they go?

Answer. We did not at that opening; but afterwards, at the request of Mr. Faxon, I made every person who examined and verified the bids put his initials on those which he examined.

Question. How lately has that been done?

Answer. It was done at the second bidding. Mr. Faxon requested particular precautions to be taken at the second bidding.

By Mr. Hale:

Question. Now look at the Washington bids. What is Stover's price there?

Answer. $2 44 a gallon, for 4,000 gallons. You will find pencil marks throughout the bids as well in those rejected as in those accepted.

Question. In this bid of Stover's for sperm oil to be delivered at Washington, state whether the total given in ink seems to have been altered.

Answer. Yes, sir; there seems to have been something written over something else.

Question. Can you see what it was?

Answer. It looks as if it were "thousand" written over "hundred."

Question. Who was the next highest bidder for sperm oil at Washington?

Answer. William A. Wheeler, at $2 46 a gallon.

Question. Do you know Mr. Wheeler?

Answer. Yes, sir.

Question. Where does he keep?

Answer. In New York. He is a stationer, and there was a protest filed in our bureau against his receiving a contract for anything but stationery at the second bidding. This was the first.

Question. Do you know whether that was, in fact, a genuine bid of his or not?

Answer. As much as I do of any of them. It was received at the bureau as his bid.

Question. Is that all you know about it?

Answer. Yes, sir.

Question. I want you to state, then, as the results of these examinations, whether it appears that Stover got the contract, under that advertisement for sperm oil, for each of the four navy yards, at Charlestown, Brooklyn, Philadelphia, and Washington.

Answer. Yes, sir; and under the next bid, I think, and also for all the others.

Question. How much did he underbid the next highest bidder in each case?

Answer. He underbid the next highest bidder at Charlestown by five cents a gallon, at New York by two cents, at Philadelphia by five cents, and at Washington by two cents.

By Mr. Doolittle:

Question. Do you know to which of the clerks any one of these bids of Stover for oil went for examination?

Answer. I cannot say. One which I pointed out to you was corrected by myself. They were distributed around by me to the clerks, corrected by them, and then returned to me.

Question. And one of them you corrected yourself, not in the column of prices, but in the column of figures?

Answer. Yes, sir.

Question. In reference to that alteration in the column of prices, do you know, or have you any means of knowing, when that alteration took place?

Answer. I have not, except that it must have been before the contract was given out, of course.

Question. But do you know whether the alteration was made before or after it came into the department?

Answer. I presume before.

Question. Where are the bids opened?

Answer. At the bureau.

Question. Who practically opens the bids?

Answer. The chief the bureau, in the presence of two clerks, as the law requires, and in the presence of the bidders, if they choose to attend.

Question. Were you present as one of the clerks at the opening of these bids?

Answer. Yes.

Question. Have you any means of knowing, from recollection or otherwise, anything about this alteration in the column of prices?

Answer. I have not.

Question. You say they were opened and then distributed by the chief of the bureau among the clerks?

Answer. They were then given under my charge, and verified by these parties, who were detailed for that purpose. We have a great many engineers there

Question. Who were the clerks with you that helped to examine those bids?

Answer. There was an engineer by the name of Green, a clerk by the name of Murdock, a messenger, whom we used as clerk, by the name of Wight, and an engineer by the name of Bricht.

Question. Are they all still in the department?

Answer. They are not. All but Mr. Murdock are still there.

Question. What is his full name?

Answer. Ira Murdock. He lives in Massachusetts. The others are still there.

By Mr. Hale:

Question. Can you give any explanation of the fact that all these contracts are assigned to Mr. Stover at a rate so very near to the price of the next bidder in every case?

Answer. No, sir; I do not know of any explanation for it. It looks remarkable, but some similarities can be picked out here. For instance, it is charged in a pamphlet that all these parties are one "ring." It seems that for the New York yard "the ring," as they call it, are the only parties bidding. These parties are all supposed to be one, or interested with each other; and if you look there, you will find that on nearly three-fourths of the contracts for the Brooklyn yard they are the only parties bidding. For instance, here are bids for one contract by C. W. Scofield, H. J. Collins, Henry D. Stover, and Burnett Forbes. They bid almost everywhere, and through all the yards.

Question. And with wonderful success, too?

Answer. With wonderful success.

Question. Now look at the next bidding, beginning with Kittery?

Answer. The classes are numbered differently in this bidding. Sperm oil comes in this bidding as class No. 5. This is Stover's bid for 4,000 gallons winter-strained sperm oil, to be delivered at Kittery, at $1 50 a gallon—$6,000.

Question. How many other bidders were there for that contract?

Answer. There were nine bidders. There were a great many more bidders at this bidding than the other. For one yard there were as many as there were before for all the yards put together.

Question. Who was the next highest bidder to Stover for that class?

Answer. The next highest bid was that of Southard, Herbert & Co., at $1 74 a gallon.

By Mr. Doolittle:

Question. Whose initials are on this bid?

Answer. Wallace St. C. Redman. He verified that bid.

By Mr. Hale:

Question. Were not the bids of Stover for oil on this letting objected to by parties there as being nominal?

Answer. Stover's bids were objected to as being too low, and Mr. Isherwood referred it to the department, who referred it to Admiral Smith and Mr. Lenthall, who decided that we should accept them.

Question. What was the next highest bid in that case?

Answer. There are two next highest, two bidders at $8,000, or $2 a gallon. It was noticed in these oil contracts that Stover was much lower than any one else.

Question. Now look at his bid for Charlestown; what was that?

Answer. That was at $1 10 a gallon; that was one which was objected to.

Question. What was the next highest bid?

Answer. The aggregate of Stover's bid was $6,600, and the next highest was $10,200. That was the bid of Mullet & Bradbury, at $1 70 a gallon.

Question. Now look at the bids for New York.

Answer. Stover got the contract for New York at $1 10 a gallon, an aggregate of $8,800.

Question. What was the next highest bid at New York?

Answer. The next highest bid was $11,920, and from that they range up to seventeen or eighteen thousand dollars.

Question. How many bidders were there?

Answer. Ten bidders. The next highest bidder was Edwin L. Brady, at $1 49 a gallon,

By Mr. Doolittle:

Question. In relation to that bid, is there any alteration of the figures, or any ink marks written over pencil marks?

Answer. It looks as if it was written over.

Question. What clerk in the department examined that bid when it was given out?

Answer. A. S. Wight.

Question. Is he still in the department?

Answer. Yes, sir.

By Mr. Hale:

Question. Now look at the bids for Philadelphia.

Answer. Stover got the contract for 5,000 gallons, at $1 50 a gallon.

Question. Who was the next highest bidder there?

Answer. C. W. Scofield.

Question. Who was the next highest bidder above Scofield?

Answer. C. B. De La Vergne, whose bid was $10,000, or $2 a gallon.

Question. What was Scofield's bid there?

Answer. $1 70.

Question. How many bidders were there?

Answer. Eight.

Question. Now look at the bids for Washington.

Answer. Stover got the contract for 2,000 gallons at $1 75.

Question. Who was the next highest bidder?

Answer. King & Burchell, at $1 90 a gallon, or $11,400.

Question. Can you state to the committee, or state from your best knowledge and judgment, what was the market price of pure sperm oil at that time?

Answer. I do not know anything about that.

Question. Now look at the bid of C. W. Scofield for class F, "miscellaneous tools for engineers," for the Brooklyn navy yard. I see here "two chests of carpenters' tools, complete, per chest." What is the price given for these articles?

Answer. $1 50 is marked there. We understood from the carrying out that he must have meant $150, as this was a ridiculous price, and it was so carried out at $300. That is, I suppose so. We looked that over lately. I know it was accepted at $150 each.

Question. Does that item in that bid appear to have been altered in the column of prices and in the column of amounts both?

Answer. Yes, sir; it looks like different ink.

By Mr. Doolittle:

Question. Have you any recollection about the alteration yourself from memory?

Answer. No, sir.

Question. Do you know anything of it except what you think from looking at the paper?

Answer. That is all.

Question. What clerk had this bid?

Answer. It is impossible to tell in any of these, unless we can recognize the handwriting.

Question. This is one of the first bids. Do you recognize anywhere on this bid the handwriting of the clerk, so that you can judge which clerk had this paper?

Answer. No; there are several changes here.

Question. What did you mean by the remark as to this being a ridiculous price?

Answer. It was probably carried out $300. It was considered at $150 a set. I presume the party in verifying it did not notice that it was really $1 50. A great many of these things are brought up some times, and we conclude what they mean.

Question. Do you not think, on looking at the paper, and ink, and the alteration, &c., that the bid, as put in, was $50 a set, and carried out $100, and that the alteration was by changing $50 to $150, and carrying it out $300?

Answer. The price looks as if it was charged from $50 to $150, and the footing in the column of amounts from $100 to $300.

Question. Your impression a short time ago was that in the column of prices it was $1 50.

Answer. It is $1 50 when I come to examine it, but it is carried out as if it was $150.

By Mr. Hale:

Question. Look at the next item there, 50 screw wrenches. State whether the price and the aggregate sum seem to have been altered in that case.

Answer. The aggregate seems to have been altered.

Question. How is it with the price?

Answer. It looks as if that was changed.

Question. Now look at the first item in the bid for this same class F, the item of two bellows; does that appear to have been altered both in the price and in the aggregate?

Answer. Yes, sir; a change has been made with darker ink.

Question. Does not that seem, in the first place, to have been two bellows at $2 a piece, and carried out $4?

Answer. It looks like $12 and carried out $24. It is now $42 and carried out $84.

Question. Look at the item of two oil pumps in the same bid, and state what appears about that.

Answer. It looks as if it was changed.

Question. Can you tell what the changes appear to have been? Have you any opinion about what the changes were?

Answer. None at all.

Question. Has the aggregate been altered there at the bottom?

Answer. It is footed in pencil, and it is altered. We do that at the bureau.

Question. State whether it appears to have been scratched with a knife there.

Answer. Yes, sir; and we should have done that, too, if necessary.

Question. But state what is the fact about it. Does that appear to have been scratched out with a knife?

Answer. Yes, sir; it seems that the footing was scratched out.

Question. How does the footing stand now?

Answer. The aggregate added up, after all these alterations, is $1,920 25. In writing the total is stated at "one thousand and ten dollars and twenty-five cents." The footing in figures is made by the bureau, as corrected. The figures were corrected and the writing left unchanged.

Question. Do you know that that alteration was made by you?

Answer. I cannot say so, but I think it must have been.

Question. Then these other alterations in the price must have been made by you?

Answer. No, sir. We correct the figures, as a matter of course, where the totals are wrong, but as to the price we could not change that without doing it wrongfully.

Question. Do you state that you know or have any knowledge that that was done by you as to this particular bid?

Answer. No, sir; except that it was done in a great many of them. I mean to say that it would not prove anything, one way or another, whether it was so or not. We should have done it without any hesitation.

Mr. DOOLITTLE. You mean as to verifying the figures?

The witness. Certainly, as to verifying the figures; but the prices in the bids could not be changed without corruption.

By Mr. Hale:

Question. In the bid of Scofield for class C, lard oil, to be delivered at Brooklyn, do not the price, the aggregate, the total in figures, and the total in writing, all appear to have been altered?

Answer. Yes, sir; it looks so.

Question. How is it for the next class for the Brooklyn yard, class E, gum packing, &c.? State whether that does not appear to have been altered in the total, in the addition, and in the writing.

Answer. Yes, sir; there have been changes made.

Question. How is it with class D?

Answer. That looks so, too. You are asking me to judge from the looks, just as any other man would.

Mr. HALE. Yes. sir. Turn your attention now to class R, for the Brooklyn yard, and state whether there have not been alterations made in the aggregate of Scofield's bid there?

Answer. Yes, sir.

Question. State whether it is carried out differently from the writing.

Answer. Yes, sir; it is.

Question. What is the writing?

Answer. The writing is "seven thousand two hundred and fourteen dollars and five cents;" and the figures are $8,794 05. We would do that as a matter of course, if necessary.

Question. Now turn your attention to the bid for class V, for the Brooklyn yard, and state whether there appear to have been various alterations made there, both in the price and in the aggregate.

Answer. I would not want to say certainly. There might have been an alteration in one 3 which I notice, and there certainly is an alteration in the footing.

Question. Here is an item of ten globe valves, two inch, with or without flanges; state whether the price of that appears to have been altered or not.

Answer. It may have been altered.

Question. Have you an opinion on it from the appearance of the figures?

Answer. Not as clearly as in some of the other cases. A 1 may have been altered to a 2, but I would not like to express an opinion on that. I can only say it may have been altered, but it does not appear so manifestly.

Question. The next item is five globe valves, five and five and a half inch, with or without flanges; has there been an alteration there?

Answer. There has been an alteration in the carrying out.

Question. Does it appear to have been $15 carried out $75?

Answer. It does.

Question. The next item is four globe valves, three inch, with or without flanges; what does that price appear to have been at first?

Answer. It looks as if it was written $20 and altered to $45.

Question. Does the carrying out appear to have been altered?

Answer. Not unless there has been a 1 put on so as to make 80 one hundred and eighty.

Question. The next item is 50 cast-iron flanges, extra, assorted; how about that?

Answer. That has been changed in the same way. The figure 2 there looks as if it was 9, but I am not certain about that.

Question. Do the price and the aggregate both appear to have been altered in that case?

Answer. I am not clear that the price has been altered, but I am clear that

the total has been. I think it possible that a 5 which I see here may have been originally a cypher. The aggregate has been changed.

Question. Please state what is the alteration made in the aggregate footing and the writing.

Answer. It is written "one thousand and five dollars and twenty-five cents," and the figures are $1,630 25.

Question. Do the figures appear to have been altered?

Answer. Yes, sir; that was an alteration we should have made, if necessary.

By Mr. Doolittle:

Question. In regard to the bids that came in at this first bidding, those accepted and those rejected, were there pencil marks on almost the whole of them?

Answer. If you will allow me to do so, I should like in my testimony to make a general statement of all I know about the whole thing.

Question. State all the facts about the business.

Answer. I should like to put on record whatever I know about it. We have had two biddings—one under an advertisement in February, and the other in May. The bids under the February advertisement were opened by the chief of the bureau in the presence of two of us, and were taken by me, locked up by me, and verified under my supervision. The corrections that it was necessary to make according to the prices we did make without any hesitation, and gave the contracts accordingly. They were at all times open so that any person could come in and examine them, and they were examined.

Mr. HALE. Do you mean before they were signed?

The witness. After.

Question. How was it before?

Answer. We did not see them ourselves, if you mean the bids. They were sealed.

Mr. DOOLITTLE. After they were put into your hands for verification could anybody get access to them without your knowledge? For instance, could Stover come in and get at his papers so as that he could change them?

Answer. I was there during office hours and locked them up when I went away. They were not put into a burglar-proof safe.

Question. Were they placed so that he or anybody could get at them after they were in, so as to change them?

Answer. I think not; after office hours the whole department is in charge of a watchman.

FEBRUARY 20, 1864.

EDWARD B. NEALLY recalled and examined.

By Mr. Doolittle:

Question. So far as you know, do you know of any alteration whatever in those bids which you have brought to our attention, in the column of prices, after they came into the department?

Answer. I am perfectly certain that there were none such.

Question. How are you certain that there were none?

Answer. I am morally certain. I am as certain myself as I should be if they were put into a burglar-proof safe.

Question. How do you explain these apparent pencil marks and alterations, &c., that appear on the bids?

Answer. Since I was examined before I have made an examination of all these bids, which I should be willing to do here before the committee again, and I find that there are some alterations in prices in bids on which the parties did not get contracts, as in those on which they did get contracts. I have examined them all in detail, in regard to the parties charged, and I find this to be true, that in the columns of prices of the bids of Messrs. Scofield, Stover, Sav

age, and Collins, there are the following changes: In Scofield's bids there are changes in the columns of prices for classes A, F, and R, at Philadelphia; B, C, E, F, R, V, and 44X, at Brooklyn; that of those he only got two, F and V, and the explanation is that it is hardly probable there could have been collusion in all those he did not get, as in the case of class B, of Brooklyn, Mr. Scofield's bid of $3,225 becomes mere waste paper after the bid of Mr. Townsend, for more than one thousand dollars less, is accepted. In the bids of Savage, I find there are only alterations in the prices of classes F and L, at Washington, and A, at Kittery, in the item of rivets. Of these he only got a contract for class A, at Kittery. In the bids of Stover, there are changes in the column of prices in E, Q, 26X, 31X, 33X, and 44X, at Brooklyn, and 44X, at Boston, which he got, and in 28X, at Brooklyn, and A, E, F, and R, at Kittery, which he did not get. In the bids of Collins, there are changes in class F, Kittery; F, R, and 44X, at Boston; K, R, 31X, 33X, and 38X, at Brooklyn; 26X and R, at Washington; and Q and R, at Philadelphia; and yet Collins & Co., though they bid for almost every class, only got a contract for one class. These changes in the prices were made by the bidders themselves before the bids were put in. The general rough appearance of the bids was noticed at the time of the opening, and one or two errors of computation were discovered. This is not unusual. You will find it so at every bidding. When I speak of changes I mean alterations in the bids as they were originally put down on the paper. There appear to have been changes in the prices as they were originally written.

Question. Has your attention been called to the kind of ink and the hand in which these changes were made, as compared with the ink in which the signature of the bidder was written?

Answer. That would not prove anything; but I have noticed that there are two kinds of ink on the bids.

Question. But did you notice whether the ink in which the bidder signed his name and the handwriting of the signature corresponded with the ink with which, and the hand in which, the changes were made?

Answer. I have not compared that. The bidder might have signed the bid before he made the changes, or afterwards. You will find that those changes are usual in all the bids in all the bureaus—perhaps changed by the party just before he put them in. To show the committee how much injustice might be done to a bureau in a case of suspicion, I wish to allude to one case particularly. At the June lettings 50,000 pounds of copper were called for at the Washington yard, in the schedule for which Mr. Savage put in a bid, and it was footed $15,975, which footing was read and taken down by the bidders who were present. That would have been $31\frac{95}{100}$ cents a pound. After the bids were opened, in the presence of the bidders, Mr. Savage stepped forward and said to the chief of the bureau that just before putting his bid in he had concluded to lessen the price of his copper one cent a pound, making it $30\frac{95}{100}$ cents a pound, which made the aggregate $15,475. The chief of the bureau and the bidders looked at it and found it was so, and a note was made for it to be corrected accordingly. At $15,975 there would have been another bidder below him at $15,750, but this correction that was made made Mr. Savage the lowest bidder, his bid being then $15,475. These bids having been locked in the Secretary's safe all the time before they were opened, and attention having been called to this bid as soon as it was opened, there was no possibility of any collusion; but otherwise, it might have been and probably would have been charged, and it would have been exceedingly difficult for the bureau to meet it.

By Mr. Hale:

Question. When did you say that alteration was made in Savage's bid?

Answer. Mr. Savage said it had been done before the bid was put in. It appeared a plain scratch, the 1 in the price $31\frac{95}{100}$ cents a chnged to cipaher.

Question. When did Mr. Savage make that statement?

Answer. At the time the bidders were there, and as soon as the opening was closed.

Question. How did it appear by the bid as it then was? Was the bid corrected then by that statement?

Answer. The bid was corrected in the price, but not in the carrying out.

Question. Do you mean that the bid was corrected at that time?

Answer. No; the bid was $30\frac{95}{100}$ cents in the column of prices. The correction had been made in the price but not in the carrying out, so that the aggregate appeared to be $15,975, and he wished us to verify it on the principle laid down that the column of prices was to be the standard.

By Mr. Doolittle:

Question. Your expression perhaps leaves it doubtful whether the correction in the price was made after the bids were opened, or did he say then that he had corrected it just before he put in the bid?

Answer. He said he had corrected it just before he put it in.

Question. Was the paper altered in the price there after it was opened?

Answer. No, sir; the bureau had no right to change the price. He stated that he had done it before he put it in, and he wanted the aggregate corrected to correspond.

By Mr. Hale:

Question. You say Mr. Savage called attention to that, and asked that it might be corrected?

Answer. He asked that the footing might be corrected.

Question. Will you state whether Mr. Savage mentioned any other bids of his where the price had been altered, and asked that the footing should be made to correspond?

Answer. He did not.

Question. Will you state whether or not you found a great many bids of Mr. Savage where the price had been altered either before or after they were put in, and the footing had not been altered to correspond?

Answer. Not a great many. I have given you those here of the February letting.

Question. Were there not many?

The witness. Where do you mean?

Mr. HALE. I mean just what is seen here in this bid. Were there not a great many cases where Savage's bids had been altered in the price without altering the aggregate?

Answer. I think there were a great many such cases as that.

Question. In Savage's bids?

Answer. In Savage's bids.

Question. Did he call attention to any of them except this one?

Answer. I never knew him to do it.

Question. Was his attention called to this?

Answer. No; he never was present.

Question. Was he not present when the bids were opened?

Answer. They were not verified that day. I do not know any other case where it would have put him under, where he appeared to be above.

Question. Were there not cases, where Savage was the only bidder, where these alterations were frequently made which carried his bids very much higher?

Answer. I do not know of such.

Question. Do you not know of any case where Savage was the only bidder, and these alterations appeared on the bids?

Answer. I do not know of a contract given to him where he was the only bidder.

Question. No matter about a contract: was there any such bid of his where these alterations appear?

Answer. I do not know of any such bid.

By Mr. Doolittle:

Question. Will you state the practical mode of receiving and opening the bids in your bureau?

Answer. They are sent in the mail to the chief of the bureau, directed to him, taken charge of by him until the opening, put into one of his drawers, I think, and opened by him in the presence of two clerks. At the first bidding, these two clerks were Mr. Murdock and myself; at the second bidding, Mr. Deeble and myself.

Question. Were the bidders present also at the opening?

Answer. Yes, sir, at both the openings—not all of them, but a good many. There was a large crowd present at the second opening. There were but very few present at the first.

Question. At the time those bids were opened were alterations observed on them, where the figures had been written in the first place and then altered? Did you take any notice of that?

Answer. The rough appearance of the bids was noticed—the fact that there were changes of some kind; I do not know what, particularly. Mr. Isherwood remarked it.

Question. Did you look at the papers yourself?

Answer. No, sir; I took them on the scale as Mr. Isherwood read them off.

Question. In what respect did Mr. Isherwood remark something about their rough appearance?

Answer. The figures fixed up, dirty looking ones.

Question. Do you mean that the figures had been written over and altered with a pen?

Answer. Yes, sir; some with erasures, some without erasures, and some where pencil marks had been written over with ink. All these were noticed at the time. I cannot testify as to any particular one, but the general rough appearance of the bids as though they had been gotten up in all sorts of ways was noticed.

Question. Now what do you know about their being a combination between certain contractors, for instance, Savage, Scofield, Collins, and Stover?

Answer. Forbes, too, has been charged as being connected with them. I want to say that the bureau has no knowledge whatever of such a combination, and if it had it is powerless to resist it. As long as A, B, and C put in their bids in proper form, with proper guarantees, the law gives no discretion about receiving their bids. But if there is such a combination, it works no injury to the *bona fide* bidder, because he has a right to put in such a bid as he pleases, to be present there when it is opened, and to inspect it, which the bidders have done at these general openings, and done so far as to put down the column of prices in their note books in full, and the bids are at all times open to public examination, and annually the accepted bids—the contracts—are published in detail.

Question. You say that such combinations cannot impose on *bona fide* bidders?

Answer. I do.

Question. Cannot these combinations, by getting up fictitious bidders, by getting some irresponsible person to put in a bid lower than any which a *bona fide* bidder would put in, drive the honest bidder out? Could they not, in that way, procure the acceptance of a fictitious bid, and they become responsible for it, and make it good, and in that way drive out *bona fide* bidders altogether?

Answer. A man puts in a bid. If anybody fills the contract under it, and

makes it good, I do not see that the government loses anything; but the only way in which persons could be imposed upon by a fictitious bidder, where the full face of the thing is required, is by his putting in a bid which he does not mean to execute, and then it becomes optional with the parties above to accept or not. They are not bound to fill out a contract on the basis of their bids after the thing has been declared in favor of somebody else. On the supposition that there was a combination between Stoyer, Savage, Collins, Scofield, and Forbes, you will find by an examination of the bids that wherever another party has come in and bid against the combination, he has generally beaten them, so that the combination cannot work any injury to a *bona fide* bidder. For instance, in class E, at Kittery, there are only two bidders against the combination, and one of them got the contract. In class R, at Kittery, John H. Bailey bid $509, while Mr. Savage is the next bidder above at $1,107. In class C, at Charlestown, where outsiders come in, they beat them; Oakman & Eldridge beat them in class T; Smith Brothers & Co. beat them in class F, and so I might go through with a great many and show that generally wherever any party opposes this so-called combination he beats them. There were fifty bids accepted; that is all except one for stationery, at Washington, where this combination did not bid; and out of those there were ninteen where they were the only bidders, and of the remaining thirty-one where they met with competition, they only won thirteen and lost eighteen; or adding up the whole number of their bids, out of seventy-six bids the combination won 13, or 16 per cent., and outsiders out of forty-nine bids won 18, or 35 per cent.

By Mr. Hale:

Question. Does your analysis extend to showing the average prices where there was no bidder against them, and where there was?

Answer. I took the whole number of bids. I took out the nineteen bids where they were the only bidders, and made the analysis with regard to those where there was competition.

Question. How were the prices where they were the only bidders?

Answer. Their prices were sometimes high in those cases where they were the only bidders; but those parties that bid high where they got the contracts, bid high also where they lost them.

Question. How high were some of those classes where those men were the only bidders? Were there any as high as 1,000 per cent. above the market price?

The witness. Of a whole class?

Mr. HALE. No; any considerable portion of a class.

Answer. I do not know. The screw wrenches have been charged to be so.

Question. Were there any cases, where they were the only bidders, where the price of the class was 100 per cent. above the market price?

Answer. I think there were; but I do not know what they were, except what is charged in the pamphlet. I am not familiar with prices.

Question. You have undertaken to give your testimony as to prices?

Answer. I want to give you in regard to these bids only. Taking this as a basis, it is charged, for instance, that classes A and F, at Kittery, were given out at high prices. What I mean to say is, that these same parties who bid high for what they got bid high for what they did not get, as in class R, at Kittery, the contract for which John H. Bailey got at $509, while Mr. Savage's bid was over 150 per cent. above that—$1,107. For class D, at Boston, Scofield bids $5,000, when the lowest bid was $1,900, and it is so through all this class. For class 36X, at Boston, Banker & Carpenter bid $200; Scofield $230; Collins $288; Adams $320, and Forbes $320. For class T, at that yard, Collins bid $1,200; Forbes $1,500; Scofield $1,800; and Oakman & Eldridge $5,550. Messrs. Smith Brothers make a charge that they could have bid at 100 per cent. less, but the bureau had nothing to do with that; they only bid for two classes, and

got them both. To show what injustice might be done, I wish to call the attention of the committee to two classes. Here is class R, at Kittery, for which Mr. Bailey got the contract at $509; the next bidder was Mr. Savage, at $1,107; if Mr. Bailey had not bid, the contract would have been given to the next bidder at more than double that amount, so that Mr. Bailey has saved the bureau from another charge in the pamphlet alluded to, of giving out a contract at more than 100 per cent. above a fair price. The same thing is true in regard to class T, at Charlestown, where the contract was given at $550; and if those parties who got it had not bid, it would have been given to Mr. Collins at $1,200, or nearly 150 per cent. advance on the bid of Oakman & Eldridge.

Question. How was it with the wrench contract; was Savage the only bidder there?

Answer. No, sir; Collins, Stover, and Savage were the bidders for that?

Question. Were not the prices at which that contract was awarded to Savage higher than any bid rejected for fictitious prices?

Answer. There was no bid rejected by us for fictitious prices until after we found that we had made a mistake. After we found that we had made a mistake in one particular, and given the contract to the wrong man, we considered that the next bidder above had fictitious prices, and his bid was thrown out after consultation.

Question. What do you understand by fictitious prices?

Answer. Something that is ridiculous; for instance, half a cent for pig iron.

Question. Suppose the bid as is much above as that would be below the regular price, what then?

Answer. "Fictitious prices" have no application to these contracts that I can see.

Question. That is not an answer. I asked you what you consider a fictitious price. You said where it is ridiculous; as for instance, half a cent a pound for anything that is worth ten cents. Then I ask you if a price that much higher than the market price is not fictitious?

Answer. If the word "fictitious" means "false," it goes up as well as down. I mean to say we did not throw out any bids for fictitious prices at first.

By Mr. Doolittle:

Question. Is there anything you wish to explain in regard to the pencil marks?

Answer. What I mean to say is, that there are a great many bids in which the prices appear at first to have been in pencil marks and inked afterwards. You will find that that is very common in all the bids. It is probably because they only have one copy of the schedule, and make their first rough computation upon it in pencil. The bids of Messrs. Smith Brothers & Co., who prefer charges against this bureau, have these same pencil marks. If there is any explanation required in regard to the fluctuation in the oil prices at the different yards I can give it.

Mr. DOOLITTLE. You can state that.

The witness. The explanation could be given more fully by the commandant of the yard, or the navy agent, who have the business part of these things to carry out. I want it noticed that there is the same low price at particular yards at all the biddings. For instance, they bid uniformly low at New York, and uniformly high at Washington. The explanation of that is, that there are scarcely any shipments made from Washington to the squadrons, and the largest amount of shipments are made from New York, and the preference in the open purchases is understood to be given to the contractor, so that, perhaps, he might be willing to lose money on his contract for the purpose of getting the open purchases; for instance, Mr. Stover might have been willing to lose the money which he would lose on 5,000 gallons of sperm oil, at $1 10, when he could get

the shipments for which purchases were made in the open market amounting sometimes to 50,000 gallons.

Question. And those purchases are at the market price?

Answer. Yes, sir.

By Mr. Hale:

Question. Explain right there why, when you make all your shipments from New York for the various stations, you advertise for so small a quantity there as 5,000 gallons?

Answer. That we have nothing to do with at the bureau, though, perhaps, the bureau ought to exercise a greater supervision. We write instructions to the commandants of the yards to have estimates prepared of the quantities they will probably require. They send on these schedules, and we get them printed, and receive bids for them. It is the commandant who makes the estimates.

By Mr. Doolittle:

Question. Who was the commandant of the New York navy yard when the 5,000 gallons were wanted?

Answer. Rear-Admiral Paulding has been commandant there for more than the life of our bureau. In regard to one party being agent for another, which has been stated, there is no information whatever on the files of the bureau about it, and it would not tolerate such a thing. It deals with nobody but the contractors directly. It has been said in a pamphlet that in these March bids Messrs. Savage and Scofield were partners together. Whether that be true or not makes no difference, because they did not bid at the same yards. Mr. Savage bid only at Kittery and Washington, and Mr. Scofield at the others.

By Mr. Hale:

Question. Have Savage and Scofield been bidders for a long time?

Answer. All those parties who are charged with being in the combination are old bidders at the Bureau of Construction.

Testimony of Charles A. Secor.

FEBRUARY 18, 1864.

CHARLES A. SECOR sworn and examined.

By Mr. Hale:

Question. State what your business is, where you reside, and what firm you belong to.

Answer. I represent my brother, Zeno Secor, of the firm of Secor & Co., in his matters here and generally. I am not in partnership with him.

Question. State whether or not, as representing your brother, you have done anything with or for the Navy Department.

Answer. Yes, sir.

Question. State what your business connexions with the Navy Department have been, and when they commenced.

Answer. Years ago we built dry docks for the government.

Question. We confine the question to your connexion with the department since the beginning of this administration.

Answer. In 1860 we had a contract for some supplies of the navy in the winter, amounting to about $8,000. I came on here in 1861, because they were asking us to furnish without regard to limit, and the prices rose so speedily and wonderfully that there was money to be lost on it. I went to Mr. Lenthall and tried to make some arrangement with him, but I could not. We supplied

$48,000 worth of goods under a contract which called for about $8,000 worth. My brother being a ship-carpenter and ship-builder, I applied, on his advice, for a vessel of the same class that Ericsson was building, and on the same terms. I went to see him about it, and we made estimates, as far as we could, and we took the contract and built the Weehawken. We afterwards took the contract and built the Camanche. Then there was an advertisement for nine vessels, which are being built, and we took the contract under that advertisement for three of them—the Mahopac, the Tecumseh, and the Manhattan. They are about being finished, and the Tecumseh will be out this week. Afterwards we took one of the double-enders.

Question. Go back to the Weehawken. What was the price for her?

Answer. Four hundred thousand dollars was to be paid for her, according to the plans of the Monitor. She was to go about seven knots an hour, I think.

Question. Was the price dependent upon the speed?

Answer. It was not; for we got the plans, and we paid Captain Ericsson one per cent., $4,000, for the plans. It appears the government adopted his plans, and therefore the responsibility of speed was not on us. We built her in five months and a half.

Question. How was it about getting your pay?

Answer. They kept back 25 per cent., and Commodore Rodgers started with her, and took her to Fortress Monroe. The night before she arrived there was a terribly stormy night. I was awake here all night at the hotel. I feared that she had gone down. In the morning I went up to the department and saw the Secretary. He said that there was some news that one of the boats had arrived at Fortress Monroe. I of course was very anxious, and staid around until they got another despatch. They got one from Commodore Rodgers, which stated that she had arrived there all right, and well. They thought that was trial enough for the machinery, and they paid me the per-centage that had been kept back.

I will state further, that in building this vessel Captain Ericsson changed the plans of the port-stoppers and various things of that kind. The bill for changes of the old Monitor plan, the turret and the machinery, amounted to about $30,000. Mr. Lenthall cut that down to $22,000, or rather the board did, which was composed of Mr. Stimers, Captain Gregory, and those gentlemen. Then they agreed to pay us, if we worked nights and Sundays, and kept our machinery all going to get the vessel done speedily; they agreed to pay us the excess for that; that is, deducting five-eighths of that time to go for the benefit of the contract, we were to be paid back the extra wages we paid for the three-eighths, but we have never got that money yet. It amounted to some $32,000.

Question. State if you have ever paid any consideration to anybody for getting your requisitions through?

Answer. No, sir; I have not.

Question. Have you ever made any presents to anybody?

Answer. I came on here when I had bills for the repairs of some vessels in 1861; the bills were quite heavy, amounting, I think, to $60 000. Mr. John J. Cisco, the assistant treasurer at New York, was here, and I asked him if he would speak to some of the gentlemen around the Treasury Department to aid me in getting some money which I wanted very much. He went and spoke to Mr. Henderson and Mr. Harrington. Mr. Henderson appeared to take a great deal of pains, and helped me through with the requisition. In about two weeks after that I sent him some cigars and a little wine. I do not know that he knows, where they came from. The cost of them, I believe, was about $100. That is the only transaction I ever had with him or anybody else in reference to getting requisitions or money. I went to the Secretary himself, and asked him, and I went also to Mr. Fox, and Mr. Faxon, and Mr. Stickney, but I have

never given them a penny. I have paid gentlemen here, agents while I was away. I have paid Mr. North and Mr. Scott, who were not in any office, $40 for a bill of $40,000, which I thought they earned, because they were attending to our business. I knew Mr. North a good while; and I knew Mr. Scott, and knew his father; was very intimate with him a great many years ago.

Question. Did you ever pay anything to Faxon?

Answer. No, sir, not a dollar,

Question. Did you ever make him any present?

Answer. No, sir.

Question. Did you ever tell anybody that you had?

Answer. No, sir.

Question. Do you know whether Faxon ever got any of your requisitions put through?

Answer. No, sir; but at the request of the Secretary he has given me a line to the Treasury Department, and so the Secretary has too, and Mr. Fox has.

Question. What was the purport of those lines that you received from Faxon, from Fox, and from the Secretary?

Answer. I cannot tell. I did not look at them.

Question. How do you know that Faxon's line was at the request of the Secretary?

Answer. He told me it was. I applied to the Secretary, and he sent me to Mr. Faxon, or to Mr. Fox, or to Mr. Stickney.

Question. You say that Faxon gave you a line to the warrant officer of the Treasury Department?

Answer. Yes, sir, or to the Secretary of the Treasury, I do not know which it was.

Question. What was it about?

Answer. It was for me to get the money on our bills.

Question. What was the line that Faxon gave you?

Answer. Merely to expedite my getting the money for our bills, which always had the preference he told me, as they wanted the iron-clad vessels built quick.

Question. How do you know that it was at the request of the Secretary that Faxon gave you those lines?

Answer. I went to the Secretary of the Navy myself twice or three times.

By Mr. Doolittle:

Question. Was this while you were going on with your contracts to build the vessels?

Answer. Yes, sir.

By Mr. Hale:

Question. You say you went to the Secretary; what then?

Answer. I applied to him, and told him we were suffering for the want of money to go on with our work, and asked him if he would not aid us in getting it through. He said yes; and told me to go to Mr. Faxon, or Mr. Fox, or Mr. Stickney, as the case was.

Question. You went then to Faxon?

Answer. Yes, sir.

Question. What did you tell Faxon?

Answer, I asked him if he would not go over, or if he would not give me a line to the Treasury Department, so that I could get our bills through, and he did so.

Question. Which did he do—Did he give you a line, or go over to the Treasury Department?

Answer. Sometimes he said he was going to have business over there and would go himself, and sometimes he gave me a line.

Question. How often did he give you a line?

Answer. Twice, I think.

Question. How many times did he go?

Answer. Three or four times. You understand that our business has been very heavy in these contracts, and sometimes we are suffering, as we are now. The Navy Department are keeping back our money in a very unjust and unfair manner, as I think.

Question. When Faxon went over to the Treasury Department, did he go with you?

Answer. He did not go with me. He said he would go over, he had some business there, and was going to see about getting some money for the navy yards, or for labor, or something of that kind, that had to be paid.

Question. Then you did not go with him?

Answer. I never went with him.

Question. How soon did you get the money after Faxon went over?

Answer. Sometimes one day, or two days, or three days, or four days, as the case might be.

Question. Was it ever longer than four days?

Answer. Yes, sir; sometimes it was two weeks.

Question. I mean after Faxon had gone over?

Answer. Yes, sir. Mr. Henderson said they had not the means to pay; the army must have the preference.

By Mr. Doolittle:

Question. State what Mr. Faxon, or Mr. Fox, or Mr. Welles told you in relation to the rule that prevailed on the subject, if there was any rule?

Answer. They told me that the iron-clad vessels had the preference in getting money next to labor in the navy yards and the pay of the army. The army comes first, the labor in the navy yards next, and then the iron-clads, as they wanted them so much; and then they did not pay us in certificates which were at a discount, but in cash.

By Mr. Hale:

Question. Do you know H. D. Stover?

Answer. Yes, sir.

Question. Did you ever tell him that you had made presents to Faxon?

Answer. No, sir.

Question. Did you ever have any conversation with him about Faxon?

Answer. I do not know that I did. I know him as a machinist, that is all. He is a member of the machinists' association, and we bought machinery of him.

Question. Did you ever have anything to do with the Bureau of Engineering?

Answer. No, sir, and I am very glad of it. I was going to have two of those large engines, but I see that the men are going to lose about 20 per cent. on them.

Question. Did you ever have anything to do with the Bureau of Construction?

Answer. Yes, sir; our contracts now are with that bureau.

Question. When did you first begin to contract with the Bureau of Construction?

Answer. In 1861. I would like to say to the committee that I was known here, as your chairman, Mr. Hale, has known me for a good many years as connected with the dry docks in connexion with Mr. Daken. When I came on here I brought from such houses as Gebhardt & Schuchardt, and Duncan, Sherman & Co., and about forty presidents of our banks, and various leading mechanics, letters stating that we were parties who, if we took hold to build any vessels for the government, would do it with all our might and thoroughness; and that, I presume, is the way Mr. Welles was influenced to give us this work.

Question. Have you ever made any presents to anybody in the Bureau of Construction?

Answer. No, sir.

Question. Do you know of any ever having been made?

Answer. I do not.

Question. Do you know anything about any bids having been tampered with?

Answer. I do not. We have bid ourselves sometimes. My sons are ship chandlers, and I was a ship chandler proper myself, until I built a railroad out west, and then, of course, I had enough to do to attend to that. We have put in bids several times, but have never got any contracts, although the concern has been in the business almost as long as any house. My father before me was in that business for fifty or sixty years.

Question. Do you know of any presents having been made to anybody in either of those bureaus?

Answer. I do not.

Question. And you have made none yourself?

Answer. None whatever. I did business with that department previous to 1853 for a long period of years. When gentlemen connected with it have come to New York, and been a little short of money, I have loaned them some money which they have paid me. I do not mean leading men, but some of the subordinates, clerks.

Question. What clerks have you loaned money to?

Answer. I mean some of the clerks that were in the department. A gentleman, the other day, lost $200, and came to me and asked me to loan him the money, and I did so. I merely know him; he knows my family and I know him. My experience with the Navy Department has been that they are rather severe in the line of duty, as I have thought.

Question. Is the substance of the whole of your testimony that you know of no unfair or improper practices either in the bids or getting requisitions through in any way or manner?

Answer. I do not. The only thing I ever knew is what I have told you. That, feeling very much gratified with the way Mr. Henderson treated me, I sent him some cigars and a little wine. He was very kind, indeed, and I thought it was a mere little compliment, not thinking there would be any words about it. I have been here a great deal in my life, and I have never known anything wrong connected with any officer of the Navy Department.

By Mr. Doolittle:

Question. From the time you took the contract to which you have alluded up to the present time, state whether the amount of work which was being done for the government upon the iron-clads was very great and pressed upon all the great shops?

Answer. It has been; and that, and the China work, and the steam work, have made prices almost fabulous. The cost now is entirely different from what any of us ever expected when we took those contracts. Fortunately for the firm which I represent, we went right to work and bought all the materials we could get.

Testimony of Joseph Pratt.

FEBRUARY 18, 1864.

JOSEPH PRATT sworn and examined.

By Mr. Hale:

Question. State your name and place of business.

Answer. Joseph Pratt, Boston.

Question. Have you ever had any contracts with the Navy Department?

Answer. No, sir.

Question. Nor with any of its bureaus?

Answer. No, sir. I am connected with some gentlemen who have a contract for casting some shell for the Ordnance department, I believe it is. I do not know whether you would call that the Navy Department or not.

Mr. HALE: There is an Ordnance department in the army and in the navy both.

The witness. We have a contract, in connexion with Mr. Matthias Ellis and Mr. Everett, to make five thousand shells, 2,500 ten-inch and 2,500 eleven-inch, I think. It was given out by Mr. Wise.

Question. When was that given out?

Answer. I do not know exactly the date. I should think two or three months ago.

Question. Did you ever make any bids for contracts with the Navy Department?

Answer. No, sir.

Question. Did you ever propose to any party to make bids?

Answer. I think I may have talked about it.

Question. With whom?

Answer. With different parties. I think I have talked about it, perhaps, with a good many parties, but I never did bid. I had in contemplation at one time bidding for some of the supplies, but finally concluded not to bid.

Question. Did you ever have any talk with F. W. Smith about it?

Answer. I think I may. I think I suggested to him at one time that I thought of bidding.

Question. When was that?

Answer. I cannot say when; I do not remember the date; but some little time previous to the bids or proposals that were issued by the department for supplying materials.

Question. In what year?

Answer. Last year, 1863.

Question. What was the tenor of your conversation with him, or the amount of it?

Answer. As nearly as I can recollect it, I proposed to go in with him—we were in the foundry and metal business—and perhaps we might work together for the mutual benefit of both parties. We made and manufactured a great many things that the navy called for. I say "we," because I am one of a firm, and if I had bid it would have been as a firm, or as one of a firm, supposing that the firm would manufacture those things. I am of the firm of Bowers, Pratt & Co., and we cast stoves, cabooses, and various things which the navy uses.

Question. Confine yourself to the statement of what occurred with Mr. F. W. Smith.

Answer. That is as near as I can give it to you, according to my recollection.

Question. When you proposed that you and he should go together or should unite, was there any mode specified or suggested by which the arrangement was to be carried out?

Answer. No, sir.

Question. Was there anything said about a commission to be paid to anybody?

Answer. No, sir.

Question. Was there anything said about "greasing the wheels?"

Answer. No, sir.

Question. Neither at that time, nor at any other?

Answer. No, sir.

Question. Was there any statement made that large prices had been obtained by paying a commission, or greasing the wheels?

Answer. No, sir.

Question. Or that they might be?

Answer. No, sir.

Question. Do you recollect commencing a conversation with Mr. F. W. Smith when Benjamin G. Smith and his father were present, in their counting-room!

Answer. I remember having some conversation with him in their counting-room; who was present I do not know. I think all the conversation I ever had there was with Frank Smith. I do not remember having any conversation with any other party. There might have been other parties present. I am not certain.

Question. In that conversation did you propose to go to Washington, or New York, or to either of those places, to make arrangements?

Answer. No, sir.

Question. Did you go to either of those places?

Answer. No, sir.

Question. And did not propose to?

Answer. No, sir.

Question. Do you know Ira Murdock, of Bridgewater, Massachusetts?

Answer. Yes, sir. I wish to make a statement in relation to my answer in regard to the conversation with Smith Brothers, as it might seem to conflict with what I had previously stated. I have stated before that I had a conversation with other parties, I cannot say who; but I never recollect having any conversation with any of the Smiths except Frank Smith.

Question. You say you know Murdock. How long have you known him!

Answer. From his infancy, I should think.

Question. Do you know whether he was ever a clerk in the Bureau of Engineering?

Answer. I have understood so.

Question. Do you know Farwell, the chief clerk of the Bureau of Construction?

Answer. I do. I suppose him to be the Farwell I know.

Question. How long have you known him?

Answer. I have known him since some time last summer, I think.

Question. How did you make his acquaintance?

Answer. I think I met him for the first time on board a steamboat going to New York. He was with Mr. Murdock.

Question. Did Mr. Murdock introduce him to you?

Answer. Yes, sir.

Question. Have you seen him frequently since?

Answer. Once or twice, I think.

Question. Do you know his wife?

Answer. No, sir; I never saw her.

Question. Do you know Murdock's wife?

Answer. Well, sir, I think I should know her. I have seen her three or four times in my life. My acquaintance with her is very slight. Perhaps I have not had five minutes' conversation in my life with her.

Question. Have you been employed by either of those gentlemen or their wives to do any business for them?

Answer. No, sir.

Question. Of no kind?

Answer. No, sir.

Question. Did you ever state that you had?

Answer. No, sir.

Question. Do you know whether they have purchased any estates in or about Boston?

Answer. I understood so.

Question. How lately?

Answer. I should think during 1863, some time.

By Mr. Doolittle:

Question. Who had purchased?

Answer. Murdock and Farwell; I understand both of them. Mr. Murdock, I am very sure, has. I cannot say as to Mr. Farwell.

By Mr. Hale:

Question. Did you ever have any conversation with either of them about those estates?

Answer. No. sir.

Question. How did you learn that they had purchased them?

Answer. It was general report.

Question. Do you know where they are?

Answer. Yes, sir.

Question. State it, if you please.

Answer. They are in Bridgewater.

Question. Both of them?

Answer. Yes, sir.

Question. Did you know anything about the purchases at the time they made them, or either of them?

Answer. Only report; that is all I know. Mr. Murdock, I think, told me that he had purchased an estate. In fact he wished me to buy this estate that Mr. Farwell has; and I once went to Bridgewater with the idea, if it suited me, of buying it. He told me of it, and I went there and looked at the house and land.

Question. At what time was that?

Answer. I should think it was in the spring of 1863. I could not say when. I did not charge my memory with it. I looked it over. The man who owned it—Perkins, I think, his name was—showed me over the place and told me something about the price.

By Mr. Doolittle:

Question. What was the price?

Answer. I do not recollect; but I should think eight or nine or ten thousand dollars—somewhere in that neighborhood. The next I heard about it was that Mr. Farwell had bought it; but I never heard it from him. All I know about that is hearsay. At the same time I remember going to Mr. Murdock's house and his showing me about the premises.

By Mr. Hale:

Question. How much of a place was that that you understood Farwell had bought?

Answer. I should think two or three acres of land, for a guess. I could not say exactly—a few acres; there might have been five or six acres, or there might not have been more than two. There were very handsome grounds in front of the house, and it was a pretty good-looking place for the country.

Question. You may state, because it is familiar to you and me, too, the distance from Bridgewater to Boston.

Answer. I should think about twenty-five miles.

Question. By railroad?

Answer. Yes, sir.

By Mr. Doolittle:

Question. Is it a village?

Answer. It is a country village.

By Mr. Hale:

Question. There are several Bridgewater villages. Is this Bridgewater?

Answer. This is Bridgewater. They sometimes call it South Bridgewater, but I believe the post-office address is Bridgewater. Bridgewater is divided into four: east, west, north, and south.

Question. Is it on the Old Colony railroad?

Answer. Yes, sir; on the Old Colony and Newport railroad, as it is now called. They have changed the name.

Question. Did you buy furniture for either of those places?

Answer. No, sir.

Question. Were you applied to to do so?

Answer. No, sir.

Question. Who occupies either of them now?

Answer. I suppose their families do, but I do not know. Mr. Murdock and his family, I am quite sure, occupy his?

Question. Do you know of whom Farwell bought?

Answer. I think the man's name was Perkins; what his christian name was I cannot say.

Question. Do you know of whom Murdock bought?

Answer. He bought of a man by the name of Hunt.

Question. Do you know his christian name?

Answer. I do not.

Question. Were you consulted about either of those purchases?

Answer. No, sir.

By Mr. Doolittle:

Question. I understood you to say you went to look at this house, which Farwell subsequently bought, for yourself?

Answer. Yes, sir; at the suggestion of Mr. Murdock.

Question. In that suggestion was there any connexion with the name of Farwell; that you should buy it for Farwell or for his family?

Answer. No, sir. At that time I do not think I had heard the name of Farwell, and did not know there was such a man,

Question. It was before you were introduced to him on the steamboat?

Answer. Yes, sir.

Question. Now, I wish to ask you whether, in the conversation with Mr. Smith, in their counting-room, you did not say that you were furnishing in some way the families of some persons connected with the department, in Bridgewater?

Answer. No, sir.

Question. Nothing of the kind?

Answer. No, sir.

Question. Nor any intimation of that sort?

Answer. No, sir; I never had anything to do with it, and do not know the families. I never saw any of Mr. Farwell's family except himself, to my knowledge, in my life; and I never saw Mr. Murdock's wife but two or three times in my life.

Question. In connexion with a declaration to Smith that there was a way to get these contracts through, to grease the wheels and get them through, was there nothing of that kind said or intimated by you that you had certain families on your hands and were furnishing them?

Answer. No, sir; never.

Question. What is the name of your firm?

Answer. Bowers, Pratt & Co.

Question. Is that an old firm in Boston?

Answer. Mr. Bowers and myself commenced business in Boston in 1841, I think.

Question. Have you been doing a large business?

Answer. We keep from seventy-five to one hundred men.

Question. What business is Frank W. Smith in?

Answer. He is in the hardware business.

Question. Do you know whether he has ever had any contracts with the government?

Answer. I understood so.

Question. Do you know anything about a contract between Smith and the Navy Department for the delivery of iron?

Answer. I have heard that he delivered iron.

Question. Did you have a conversation with him about it?

Answer. No, sir.

Question. Did you sell some iron to Smith Brothers & Co. for them to deliver to the Boston navy yard?

Answer. I sold some iron to them through a broker that I understood to be for the Boston or Charlestown navy yard.

Question. Do you remember at what price you sold it to them?

Answer. I do not.

Question. Do you remember whether you had offered the same iron to the navy agent at Boston for a price considerably less than you sold it to the Smiths for?

Answer. If I remember rightly, I think I sold it to them for one dollar per ton more than I offered it for to the navy agent.

Question. Do you know how long that was before you sold to Smith?

Answer. I had the order from Smith the very same day. It came through a broker.

Question. Did you have a conversation with Smith, in which he spoke to you on the subject of your offering it so low to the navy agent?

Answer. No, sir; with the broker. I had no conversation with Smith about it.

Question. Your conversation was with the broker?

Answer. Yes, sir. I can state the conversation as nearly as I can recollect it.

Question. What is that broker's name?

Answer. E. P. Cutler.

Question. What did he say about your offering it—I mean on the subject of the price?

Answer. He said Mr. Smith was a good deal excited (I do not know that that was the word, but that was the meaning of it) because I had offered this iron so low; that he did not mean anybody should underbid him; he calculated he could supply iron as low as anybody; or something like that.

Question. Was there anything said that if you had not offered it so low he could have got a great deal more for it?

Answer I think there was.

Question. What was said on that point of price?

Answer. This broker said: "Why do you put it so low? They have been paying more than that for iron." If you wish me, I can go back and state the whole transaction, as nearly as I can recollect it.

Mr. DOOLITTLE. I do not want to make it too long. We are looking into this matter a little to see if we can understand how it is that what we think are too high prices are sometimes put upon the Navy Department. We want to get at this that we may know how to prevent it.

The witness. Mr. Norton, the navy agent, came into our office and said that

he wanted some cheap iron for ballast, I think, and I told him I had no such iron as he wanted, but suggested to him that it would be better to purchase number one iron, which, when there was no further use for it for ballast, could be used for manufacturing purposes. He replied that he thought that was a good idea himself; but inasmuch as he had purchased a few days, or a short time previously, some iron for the same purpose at a less cost than I asked for this Scotch iron, he thought he would have to make an explanation, and that would cause a good deal of trouble and fuss, and that if he could get the cheap iron at the same price he would purchase the cheap iron. I then suggested to him that I thought I might find some for him, and that if I could I would let him know. He said, "I wish you would, and let me know by twelve o'clock, if possible." I went out and found that I could purchase some hard iron, so that I could furnish it at the same price—not remembering what that price was—that he had purchased previously, and make a dollar or a dollar and a half a ton. I immediately sent a note to him that I had found some iron that I could sell at the same price that he purchased before; but getting no reply to it, I went to his office. He was not in, I waited there a little while, and he did not come in. I told some one of the clerks who was there—I do not remember which clerk now—that I wanted to see Mr. Norton about some iron; that I had found some such as he desired. The reply was, "We have changed our mind about the iron; we have concluded to buy some number one iron, and we have seen just what we want, and we have purchased." I then went back to my office. I had not been back more than five minutes before this Mr. Cutler came in, and said, "What have you been doing about the navy agent, offering iron so low?" and then comes in the conversation that I have repeated before, about my offering iron so low. He then bought the iron of me at a dollar more than I had named.

Question. Was that the same iron he delivered to the navy agent?

Answer. Yes, sir; the same iron. Although they said they had seen it, that was a mistake; they had not seen it, because it was in our store; and that very iron, I suppose, went to the navy yard at Charlestown at a dollar or a dollar and a half more. I know it was more, but I cannot say how much.

Question. Do you know anything about Smith delivering to the navy yard what is called "Straight's tin," under his contract for "Banca tin?"

Answer. I have heard such a report. I do not know it.

Question. What I want to ask is, what is the difference, in fact, in the value of Straight's tin and Banca tin?

Answer. I think, now, about seven or eight cents.

Question. What was it a year ago?

Answer. There is always a corresponding difference.

Question. What is the Banca tin worth?

Answer. I do not know now what it is worth.

Question. About how much difference in price is there between them?

Answer. About seven or eight cents.

Question. Mr. Pratt, you are a man of practical business experience. Do you know of any way, or have you any suggestion to make as to any checks or guards to prevent the government or the department being imposed upon by high prices, so that they can purchase just as well as other purchasers in the market?

Answer. No, sir; I do not know that I have. I never had anything to do with it. I do not know how much they are cheated, or how badly. I know (at least I have good reason to believe, and I can almost say I know) that contracts formerly were given out for pig iron; for instance, so many tons of Scotch and so many tons of American, and the records of the contracts will show that bids have been sent in offering Scotch iron for half a dollar a ton and American iron for thirty-one dollars, or thereabouts.

Question. What was Scotch iron worth at the time when such bids were made?

Answer. About twenty-four dollars.

Question. And bids were put in for half a dollar a ton?

Answer. Yes, sir.

Question. They are called fictitious bids?

Answer. Yes, sir. I suppose they never deliver any of those very low-priced articles.

Question. You have no knowledge, in any way, about Mr. Farwell's financial affairs?

Answer. Not the slightest.

Question. Do you know what they were when he became clerk in the department?

Answer. I do not.

Question. Or at any time since?

Answer. No, sir; my acquaintance with Mr. Farwell is very limited indeed.

Testimony of A. B. Farwell.

FEBRUARY 19, 1864.

A. B. FARWELL sworn and examined.

By Mr. Hale:

Question. The bids which you have brought here are the originals from your bureau?

Answer. Yes, sir.

Question. Turn your attention to the bid of C. W. Scofield for class 33, hardware, to be delivered at Philadelphia under the February bidding, his contract being dated March 31, 1863, and first say how the item 5,000 eight-inch composition spikes in that bid is printed in the Secretary's report.

Answer. It is printed at $5 a pound.

Question. What was the actual bid?

Answer. Ten cents a pound.

Question. Now look at that original bid and tell the committee whether you think the original price has been altered.

Answer. I do not think it has been altered. What I mean to say is, that I think it is just as it came into the bureau?

Question. State whether you think it has been altered since the figures were originally made.

Answer. I should think that the figure 1 in the 10 is evidently in a new place, or else it is an altered figure, for it is quite evident that there was part of a figure in front of it at one time.

Question. Look at it through the glass, and give us your opinion whether there has been an erasure there and a new figure inserted?

Answer. I give it as my opinion, as I did before, that it is precisely as it came into the bureau, but there has evidently been an erasure there.

Question. Look at it again, and state whether you see any indication there that the original figure in the column of prices was a 5.

Answer. No, sir; I do not see any evidence that it was originally a 5.

Question. State whether the same alteration as in the price appears to have been made in the aggregate.

Answer. No, sir; it looks to me as though the 5 had been placed back. It seems as if it was first placed too far front, and was now placed back under the proper column.

Question. My question is simply whether there has been some alteration made there of the figures?

Answer. I should not think there had been any change in the character of the figures. It is quite evident that the locality of the one figure to which I have called attention has been placed back.

Question. Has there been some erasure or alteration made there?

Answer. I have no doubt that the bid has been changed. That is quite evident.

Question. Look over this one bid and see in how many instances there appear to have been alterations in the column of prices, and name them in their order, no matter what the alterations were?

Answer. [After looking at the paper.] I do not see any other.

Question. Then I will turn your attention particularly to the item, "knobs for furniture, R. and L., complete, per dozen." Have the figures opposite that item in the column of prices been altered or not?

Answer. I should not think they had been. I should think the cypher there was added without any alteration of a figure. It looks originally as if there might have been a cypher placed there and erased.

Question. How is it with regard to the item, "two dozen brass dead latches with knobs, half with reversed bevels;" does there appear to have been any alteration in the price made there?

Answer. I do not know how to answer the question. There seems to have been an erasure there. That is my first answer. As carried out, the aggregate agreeing with the price, there seems to have been no alteration in the price, but there has been an erasure.

Question. Now look at the item, "250 gross iron screws;" does there seem to have been any alteration in the price made there?

Answer. There appears to have been an erasure, but no alteration of price, as the aggregate agrees with the column of prices.

Question. In the last item on that page does there or not appear to have been an alteration in the price and in the aggregate, no matter what the alterations were? This is the item to which I before referred as to composition spikes.

Answer. My answer to that is, that there appear to have been erasures there. Whether there were any alterations or not, I cannot tell from anything I can discover. The erasures have been both in the price column and in the aggregate column.

Question. And where the footing of that page is carried on to the next page does there seem to have been an alteration made?

Answer. No, sir; I should not think there was. It looks as though pencil marks had been drawn across to strike the figures out.

Question. What do the pencil marks appear to have been? Look at them through the glass.

Answer. I should say that those pencil figures were $4,041 55. The amount in ink is $4,551 55. I do not mean to say that these were pencil figures made in the bureau. I do not know where they were made.

Question. See if there seems to have been any erasure made where the figures 45 are inserted?

Answer. I do not discover any evidence of any alteration there.

Question. Or any erasure?

Answer. I do not discover any.

Question. Are those figures made in the same ink as the others?

Answer. The ink is blacker than in the others, unless more ink has been put on. It is not the same shade by any means.

Question. And where the aggregate is cast up there does there seem to have been anything erased under that?

Answer. I should say that there had been pencil marks there, and that they

were rubbed out and other pencil marks put in their place. I do not think there has been anything put under that $4,041 55. The pencil marks in the margin are the pencil marks made in the bureau. In our bureau we do not change the aggregate columns in the verifications, but put our corrections in the margin in pencil, so that the bids show what the aggregates were originally, and what they are by the verifications. This one appears to have been reduced some $505 from the original figures.

Question. Look at the bid itself, and say whether that is the way it originally came into the bureau, or whether any of these figures in different inks were subsequently put in?

Answer. That is just as it came into the bureau.

Question. When these bids come in is the aggregate always carried out against the price?

Answer. Always, I think. I do not now remember any instance where it was not done.

Question. Now, in Scofield's bid for class 46, Philadelphia, state whether the price and the aggregate, both or either of them, have been altered in the item "50 yards green baize."

Answer. I should say that there had been an erasure there in the price column. In the aggregate column $62 50 seem to have been the original figures in ink, and the 6 has been changed to a 1, and then the figure 1 prefixed to it. As verified, it is $112 50 instead of $62 50.

Question. Now look at the item, "20,000 square feet hair felt;" does there appear to have been any change in the column of prices opposite that item?

Answer. I should think that figure was not as it was originally made, but I should say that in both cases they are precisely as they came into the bureau, as you will see when I come to tell you how they are received and opened.

Question. You may make your statement now in regard to the manner of opening and keeping the bids.

Answer. These bids are received, a very small portion of them, through the mail. The mail is always brought by our messenger, and by the messenger passed directly to the chief of the bureau. The larger portion of them are brought in by the competitors on the day of the opening, and handed directly to the chief of the bureau. By the chief of the bureau they are put into a private box, or drawer, and he always keeps the key himself, so far as I know. In other words, I have never known where it was. They are kept there up to the day of the opening. The last three openings have been made publicly—the last one by order of the law of Congress, and the two previous ones by order of the Secretary of the Navy. The bids are opened by the chief of the bureau, and the prices are read by him—the aggregate column without any reference to the column of prices. The aggregates are given of each class. By another clerk they are entered on the scale prepared for the purpose. Then they are passed to me, and a minute is made on the back of them. Then the aggregate is read over, as entered upon the scale, by the clerk making it, and I look at the bottom of the bids and see if the scale agrees with the aggregate prices in the bids. After this entry is made on the back of the bids they are thrown on a large table, so that any of the competitors or any other persons outside have liberty to examine them and take notes of them at the time if they desire to do so; and in very many instances competitors examine them and call attention to errors at the time. After the competitors and others have got through making such examinations as they desire, the bids just opened are put by and we take up another class. We go through this process class by class. After all the bids are opened in that way, they are passed by the chief of the bureau to the chief clerk of the bureau, and by him handed to the various clerks of the bureau to see that they are properly verified. They verify them as soon as they can. Up to the last two openings it has been usual to examine only the three

lowest bids as they appear upon the scale. For instance: if there were ten bidders for one class we have hitherto examined only the three lowest, because there are so many bids that if we examined the whole of them it would take the clerical force of the bureau a month. After they are verified, we notify the parties as soon as we can. When they are verified, they are immediately passed to the chief, and the numbers are all made out of those who get the contracts, and he orders the parties to be notified forthwith, and, at the same time, a letter is written to the commandant of the yard, that he may order articles from those parties before the contracts are actually entered into.

Question. Now turn to Savage's bid, on which a contract was awarded, April 6, 1863, for class 41, glass, New York. Turn your attention to the item, "24 clear magazine lenses, 12 inches in diameter," &c., and state whether or not there appears to have been an alteration made in the price and in the aggregate there.

Answer. The prices all the way up and down appear to have been made in pencil originally, and changed to ink. I do not see anything to show that that particular item was changed any more than the rest of them. There is a red mark opposite that item, which is carried out $240 instead of $480. That red mark was put there by the chief at the opening, he having discovered the error at that time. When the bids are opened, if he discovers a palpable error he immediately puts on his red mark. So at the time of the opening that same error existed which you now point to.

Question. Then your answer is, that there does not seem to have been any alteration in the figures 240 in the aggregate column opposite that item?

Answer. That is my answer.

Question. Do you think there has been any alteration in the price?

Answer. No, sir. I will say that probably it has been changed from pencil to ink, the same as the figures above it, and nothing more.

Question. Now look at the last item, "50 dozen hexagon deck lights, three inch, &c., $17 50 a dozen," and state whether the price and the aggregate both have been altered, or either of them.

Answer. I should say that the aggregate column had been altered. I should not think the price column had been.

Question. What is the aggregate of that bid, as printed in the Secretary's report?

Answer. $1,278 65.

Question. Do you say that is right?

Answer. No; I say it is not right. The computation is correctly given in Smith's pamphlet. I have looked at the contract in the Second Comptroller's office, and I find that the price is $1,278 65 on the contract, the same as published in the Secretary's report. Where, as was the case in this instance, there is but a single competitor, and we find that the prices are not high as compared with the estimates furnished by the commandant of the navy yard, we pay very little attention to the aggregate. We are governed by the price column, without any reference to the aggregate column, where there is but a single bidder, and other parties' rights are not involved in the decision.

Question. Let me call your attention again to the last item, and ask you if that bid was not originally $7 50 instead of $17 50, and originally carried out $375 instead of $875? Have not the price column and the aggregate column both been altered in that way?

Answer. It looks to me that the aggregate column was originally $375.

Question. Does it not look to you as if the "1" before the $7 50, in the column price, was put in there afterwards in different ink?

Answer. The figure "1" is put in in darker ink, and I should not be surprised if the price had been changed in that way; but I do not see any evidence of any erasure in the price column.

Question. What was the total of that bid at first, as written out in the bidder's hand?

Answer. Five hundred and thirty-seven dollars and ninety cents.

Question. If the alteration was made as last suggested, would it not raise the aggregate exactly $500 more?

Answer. Certainly.

Question. Now look again at the item "24 clear magazine lenses," and see if the 20 in the column of prices there appears to have been altered.

Answer. The 2 in the 20 is evidently not in the ink originally used. I think that bid is just as it came into the bureau, from the fact that attention was called to it as it was opened.

Question. There seems to have been an error in another item in carrying out the aggregate of 75 lights at sixteen cents each?

Answer. There is an error in the aggregate column opposite that item of seventy-five cents corrected by the bureau.

Question. Now state whether, if the magazine lenses were put in at $10 instead of $20, and the hexagon lights, at $7 50 instead of $17 50, and adding the alteration which was made, of seventy-five cents in the item of 75 lights, it would not make just the sum that is given in the Secretary's report as the computation of that bid.

Answer. Precisely.

Question. And supposing the bid to have been thus originally made without any alteration, is not the footing given by the contractor in writing right?

Answer. The sum, as written out by the contractor, would be undoubtedly correct, if you call the price of lenses $10 instead of $20, and of the hexagon deck lights $7 50 instead of $17 50. The computation as written out by the bidder was five hundred and thirty-seven dollars and ninety cents, and that would have been correct upon the supposition now made. Allow me to explain, further, that the red mark, opposite the item 20 lenses, was made by Mr. Lenthall, chief of the bureau. On opening the bid he discovered that error and made that mark. He did not discover any error in the other item of hexagon lights, and the presumption is that that change was made before, or he would have discovered the error. I have looked at the scale, and I am confident that when we opened this bid it was put down upon the scale at that time at $1,278 65. When this class was corrected, we found an error of seventy-five cents in one place, and $240 in another place; and those are the only corrections that have been made since it was opened, and these corrections were made in pencil in the margin of the items, to which attention was called by the chief of the bureau at the time of the opening.

By Mr. Doolittle:

Question. By what clerk was this bid verified?

Answer. By Mr. J. W. Deeble.

Question. On this bid being opened, was it then delivered over to that clerk to be verified?

Answer. No, sir. On its being opened, it was immediately laid on the large table, where we put the bids so that the competitors may examine them during that day. The next day it was passed to the clerk for verification. During the intermediate night it was under the custody of Mr. Lenthall, the chief of the bureau; what he did with it I do not know.

Question. Is Mr. Deeble still a clerk in your bureau?

Answer. Yes, sir.

By Mr. Hale:

Question. Turn your attention to Stover's bid, on which he got a contract March 30, 1863, for class 39, linseed oil, &c., for the Philadelphia navy yard.

Answer. The soft white turpentine in that contract is printed in the public document containing the Secretary's report at $1 a barrel. It should be $100 a barrel, as it is here in the bid.

Question. Do all the prices in that bid appear to have been made in pencil in the first instance?

Answer. Yes, sir; no doubt they were. We furnish parties with only one copy of the schedule.

Question. Now look at Savage's bid for class 41, glass, Washington, on which the contract was given to him April 6, 1863.

Answer. That is published in the report at $592, and it went in the contract, I presume, at that sum, though I have never looked at the contract.

Question. What is the proper sum?

Answer. $652 50. Allow me to state again, as I did before, that where there is but a single bidder, as in this case, we pay very little attention to the aggregate column, or to the total, as we are governed in the settlement by the price column; and if we find that the prices in that column do not differ very materially from the estimate furnished us by the commandant of the yard, we give the contract without reference to the aggregate column. We do not spend any time in correctly casting that column, as it makes no difference in awarding the contract, because the rights of other parties are not involved.

Question. There was a contract in your bureau for iron to be delivered at the Charlestown yard, which was first awarded to one bidder and afterwards given to Smith Brothers & Co. on an error being discovered. Did you correct that error in the bureau until after Smith Brothers & Co. called your attention to it?

Answer. My recollection of it is, that the department discovered the error, but still I do not mean to swear to that positively. I do not recollect that Smith Brothers ever called attention to any error in our bureau.

By Mr. Doolittle:

Question. Look at the handwriting and the ink in which the figures were originally made in Savage's bid, which has been referred to, for class 41, glass, New York, and in which apparent alterations were made, and see how the ink and handwriting of those alterations compare with the ink and handwriting of Mr. Savage's signature.

Answer. I stated in a former part of the examination that I thought those marks had been changed from a light colored to a darker colored ink.

Question. How is it in reference to the kind of handwriting?

Answer. I should say that the ink of the alterations compared very nearly with the ink used in the signature of Mr. Savage, and very likely it was the same ink. I should think it was substantially the same shade of ink.

Question. Can you make any comparison as to the kind of handwriting?

Answer. I should not think that the figures in dark ink were made by the same hand as those in the light ink. I should judge that one of them might have been made by Mr. Savage when he signed the bid.

Question. Does not the signature of Mr. Savage to his bids, all the way through, seem to be in darker ink than the prices?

Answer. Yes, sir. The figures seem to be in a lighter hand and with lighter ink than his signature, except where they have been altered.

Question. Then you say that where alterations occur they seem to be in a darker ink and a heavier hand than the original figures?

Answer. Yes, sir.

By Mr. Hale:

Question. Look at Savage's bid for class 33, hardware, at Brooklyn, under the advertisement of February 13, 1863.

Answer. Here is his bid.

Question. Is that a case where he was the only bidder, and where the prices were so high that his bid was rejected?

Answer. Yes, sir.

Question. State at what aggregate that bid was computed when it came to the bureau.

Answer. The figures came to the bureau $15,797 by the party who put it in.

Question. State whether or not there appears to have been an erasure under these figures; look at it with the glass.

Answer. No, sir; it looks as though $6,725 40 had been striken out by pencil and $15,797 put over. That is the way it looks to me.

Question. How does the aggregate appear to have been there as written out?

Answer. Six thousand seven hundred and twenty-five dollars and forty cents.

Question. And what is the correct computation?

Answer. $22,585 40. In regard to that bid, I should like to state that when we came to verify it it was found to be $22,585 40, and a comparison with the estimate of the yard showed that it was about twice as much as the estimate. The estimate of the yard was $11,000 and something over that. I recommended to Mr. Lenthall the rejection of the bid. He told me to write a letter to the commandant of the New York yard inquiring whether the articles could be bought at his estimate which had been made some two months before, as everything was rising, and everything had gone up, so as to see whether it would be better to accept the bid at these prices. He wrote us back that he thought the articles could be obtained for about $12,000. His letter was immediately submitted to the Secretary of the Navy by Mr. Lenthall, with a suggestion that the bid be rejected. The Secretary sanctioned that suggestion, and we notified Mr. Savage that owing to the excessive prices a contract for that class would not be executed with him.

Question. State generally whether there are very many corrections made by the bureau in the aggregate prices carried out against various articles, and whether these corrections are not always by increasing the sum. Do not the exhibits of prices in the aggregates of the bidders generally appear to be much lower than the fact is?

Answer. It has been both ways, but I should say that in the majority of cases the aggregate has been increased by the corrections.

Question. But in the bid of Savage, to which your attention has just been called, are there any corrections made where the amount was too high in the bid?

Answer. There seems to be one item where the bid was $100 too high. There is one carried out $225 which should be $125. Most of the items, I think, are carried out too little, and therefore the corrections have increased them. These aggregates as they come in do not amount to anything in our awards. We award always according to the corrected total, unless we sometimes make a mistake.

Question. Is there any alteration in that bid in the item of brass screws?

Answer. It would appear to me, from what I know of these bids, that that item was first put down $3 a gross, and that when Mr. Savage came to sign the bid he changed it to $9 a gross.

Question. State how it appears on the face of the bid.

Answer. I think that probably the figure in the column of prices has been changed from a 3 to a 9, and that the aggregate has been changed in different colored ink. In the first place, I say the price was $3 per gross, carried out $3,000, and as changed it is now $9 a gross, carried out $9,000. The alteration appears to be in the same ink as the signature; and as the figures at first were undoubtedly made by his clerk, Savage, when he came to sign it, thought that item was too low, and changed the 3 to a 9. I mean to say that the bid as it now is is just as it was when it was opened. I do not know anything about it before that, and while it was in the hands of the chief of the bureau.

Question. Making that correction, how much would the true aggregate differ from the aggregate that was stated by the bidder?

Answer. That one change would add $6,000 to his first aggregate. That would make the difference less than $800.

Question. Now look at the item "12 five-inch gongs, with stop cranks and fixtures, complete," and state whether the price there appears to have been altered.

Answer. I should say that it looks as though it had been changed from $11 50 to $10 50.

Question. You think it has been changed?

Answer. It looks as if it had been.

Question. State distinctly whether there appears to have been an alteration there.

Answer. It does not all appear to be in the same ink, though it may have been made at the same time.

Question. Look and see if your correction that you made in the bid is correct.

Answer. I should think it was.

Question. What is your judgment in regard to the next item "12 five-inch gongs," and the next one "12 four-inch gongs?"

Answer. Neither of those prices appears to have been the same that it was originally. It is now just as it came into our office.

Question. Now look at the item "12 six-inch gongs," and state whether the figures $20, in the column of prices opposite that item, look like the figures that were originally made, or was the price at first $2.

Answer. I should not think it was $2. I should rather think it was $1 or $21, because the 1 which was there originally looks as if it was the same ink as the other figures.

Question. Now look at the item "12 brass knobs, ¼ to ¾ inch thick," and see whether there has been any erasure there.

Answer. I should think that was originally $1 changed to $4. The aggregate is $12. Judging from the looks of the column of prices, and the fact that the item is carried out $12 in the aggregate, I should think the original figure was $1.

Question. Look at the item "two dozen brass lamp hooks, $4 a dozen," and say whether that 4 was not originally a 1.

Answer. I should not, judging from the figure itself; but from the sprawling condition, and the fact that it was carried out $2, I should think it very likely that he made it so originally.

Question. Now look at the item "75 yards iron jack chain," which is here now at $1 41.

Answer. If you strike off the 1, leaving the price 41 cents, it will make the original computation correct, and that makes a difference of $75.

Question. Now look at the item "50 dozen escutcheons, thread, brass, assorted," which is here at $1 30 and carried out $15, would not that carrying out have been right if the original bid was 30 cents?

Answer. Yes, sir.

By Mr. Doolittle:

Question. Do all these alterations seem to have been made with darker ink and in a heavier hand?

Answer. All the changes that I think might have been made by the contractor were made in darker ink than was used originally.

By Mr. Hale:

Question. Now look at the item "100 pairs brass butt hinges, four-inch stationary pins, per pair, $1 75," carried out $75; supposing the 1 to have been

added there before the 75 cents in the price column, was not the original carrying out correct?

Answer. Yes, sir; but that appears to be in the same ink.

Question. Now look at the item "400 pairs brass butt hinges, 2½-inch stationary pins, per pair $1 30," and supposing that price to have been originally 30 cents, was it not carried out correctly $120? It seems now to be $1 30 a pair, and the aggregate rectified to be $520, a difference of $400.

Answer. Yes, sir.

Question. Is not the same thing true of the next item, "450 pairs brass butt hinges, two-inch stationary pins, per pair $1 30," carried out $135? Would it not have been rightly carried out if the original bid was 30 cents a pair, and the 1 was afterwards inserted before the 30, and that item is now corrected at $585, making an error there of $450?

Answer. Yes, sir.

Question. Show us some other of these bids.

(The witness exhibits to the committee a number of Scofield's bids, and a number of the bids of Lockwood and Collins, which appear to the committee, on examination, to contain so many alterations and erasures in the writing and in the figures as not to be worthy of credit.)

The witness: I desire to state in this connexion that I recommended at the time these bids, Lockwood and Collins, were opened that they should be rejected as being defaced, and as being uncertain, it being doubtful what the figures meant; but these bids were all referred to the department, and such of them as were awarded were ordered to be awarded by the department. Collins's bids are of the same general nature all the way through.

By Mr. Doolittle:

Question. How is it with Savage's bids about their being marked and changed?

Answer. Mr. Savage's are not marked up like these, but Mr. Savage's arithmetic has generally been bad.

Question. His alterations were not so great, you think?

Answer. His bids are not scarified like these. You do not see the large black marks which are on the others.

Question. Were the bids of Lockwood and Collins and those of Savage all opened together?

Answer. All on the same day.

Question. And those of Lockwood and Collins you found so scarified that you recommended that they be rejected?

Answer. I did.

Question. In relation to those of Savage and Scofield, did you observe alterations when they were opened?

Answer. Very many; and if you will bear with me one moment I will call your attention particularly to that, because Mr. Lenthall and I have been looking them over to see what he called attention to at the time he put his brand on. He put his brand on some of Stover's bids, on Savage's, on Watson and Pittinger's, on Mr. Bigler's, and Mr. Ellis's. These were errors that were discovered as he was running them over.

By Mr. Hale:

Question. Do you know what those errors were?

Answer. One was the red mark to which I have already called attention, made on Savage's bid under the advertisement of February 13, for the Brooklyn yard, and under the advertisement of May 29, for the Washington yard.

By Mr. Doolittle:

Question. You have said that previous to the last two openings you examined only the three lowest bids; why was that?

Answer. It has been found, on experience, necessary to verify them all. When we came into the bureau, the clerks there and Mr. Lenthall told us it had been the practice to take only the three lowest bids, but Mr. Secretary Welles ordered that they should all be examined, because it was sometimes found that a bidder who appeared to be the highest, on the aggregate was really the lowest when the bids came to be examined and verified according to the column of prices.

By Mr. Hale:

Question. Has money ever been offered to you for any service by any contractor?

Answer. Before you go into that, I want to call attention to some other bids of gentlemen of high standing, about whom there could be no doubt.

Mr. HALE. Very well.

The witness. For instance, I want to call attention to the bids of the honorable Matthias Ellis, of Boston, who has been a senator of Massachusetts, a distinguished gentleman. I have now before me his bids at the last opening. There are the verifications of them, and there is not a single item the aggregate of which is correct. By looking at it you will see the changes are very distinct, and in entirely different ink. Those are Mr. Ellis's bids for classes twenty-six, twenty-eight, and thirty-one, at Charlestown. There are errors in the price column. Mr. Ellis's bids, I think, are so at every yard where he bids. After these bids were opened, Mr. Ellis telegraphed to me, as chief clerk of the bureau, to know what classes he had got. I submitted his telegram to Mr. Lenthall, and he told me to telegraph that Mr. Ellis appeared by the scale to have such and such classes. That was the very day after the bids were opened, and we had had no time to verify them. I telegraphed accordingly to Mr. Ellis, but the verification of the bids, I think, took all his classes from him but one. Mr. Ellis was on here afterwards, and I called attention to that fact, and told him, "Your bids appeared bad, written with one kind of ink and afterwards changed." His explanation was—I will give it because it may illustrate this matter—that after he had made his bids here, and got them ready to send into the bureau, he heard that the rebels had come in at Rockville and captured a wagon train, and were on their way to Baltimore; and he being an iron man, supposed iron would go up very much, and he immediately added these additional half cents and three-quarter cents a pound on iron all the way down the column; and being anxious to get out of the city before the rebels cut the railroad at Baltimore, he had no time to correct his aggregate columns, and let them go in that way.

I wish also to call attention to another case, as it regards parties whom the chairman of this committee knows very well. Let me call attention to the bids of Trickey & Jewett, of Boston. Mr. Trickey I have seen, and Mr. Jewett I know as a prominent man in Maine and a member of the present State senate. Messrs. Trickey & Jewett's bid for class 1, at Charlestown, was carried out $84,900, and the verification makes it $94,900. Their bid for class 3 was carried out $9,000, and it is $10,200 by the verification. Their bid for class 11 was carried out at $9,984, and the verification makes it $10,704. That error Mr. Lenthall called attention to at the time of the opening. Their bid for class 13 is carried out $3,965; it should be $5,225. He also called attention to that error. Their bid for class 16 was originally carried out $5,575; it should be $6,250. That error was called attention to at the time of the opening by Mr. Lenthall. I think in these bids there is no change anywhere in the price column; it is always an error in the computation. All Messrs. Trickey & Jewett's bids contain this error in the aggregates, but I do not remember a single one in the price column.

You will find the same errors in the bids of Smith Brothers & Co., and you

find there scratches in the price column. It may be well perhaps, as they are quite prominent, to call attention to their bids. Here is one class where their bid is footed up $1,400, when it should have been $1,600. I only cite that in reply to the declaration of Mr. Smith that they never made any mistakes.

By Mr. Hale:

Question. Do you find any erasures in the price column of that bid of Smith's?

Answer. I do not discover any; but here is another bid of Smith Brothers & Co., and there you find precisely what you find in some other bids to which attention has been called to-day, indications that the prices were first put in in pencil and afterwards changed to ink, and one line in this bid looks as though there had been an erasure there. This is the bid of Smith Brothers & Co. for class 25, Boston. My opinion is that there have been erasures there. Then there is another error committed in class 46. They have put down $60 which should be $720. That is all I want to say in regard to that; but now, if the committee will allow me, I desire to put in some little analysis in reply to Smith's pamphlet, with which I have taken considerable pains, and it is very short.

Under the advertisement of February 13, 1863, the Bureau of Construction advertised for 98 classes for all the yards. For 9 of these classes there was but a single bidder. For 25 of these classes it is believed only lumber dealers competed, as those classes were entirely lumber, and those competitors numbered 80. For 16 of these classes Mr. Stover, Mr. Scofield, Mr. Savage, and Mr. Collins were the only bidders. For 48 of these classes there were 176 bids; 105 of this number were the bids of Stover, Scofield, Savage, and Collins, and 71 of them were bids of other parties. Of these, Scofield, Stover, Savage, and Collins got 22 classes, being about 20 per cent. of their entire number. The 71 other bidders obtained 25 classes, being more than 33 per cent. of their number. It is proper to state that a comparison with the estimates of the yards shows that the 16 classes bid for by Stover, Scofield, Savage, and Collins alone do not range higher than classes having a greater number of competitors, nor do the prices more nearly agree. Under the same advertisement Messrs. Smith Brothers & Co. competed for 5 classes with 30 other parties, and were successful on 3 out of 5. Under the advertisement of May 29, 1863, Smith Brothers & Co. competed with 42 other parties for 12 classes, and were successful in 7, leaving 5 to be divided among the other 42 competitors. Smith Brothers & Co. were as successful as any parties in their bids.

Question. Has any money ever been offered to you for aid rendered or to be rendered to any contractor in the office since you have been chief clerk?

The witness. In connexion with my business?

Mr. HALE. In connexion with the bids by contractors.

Answer. Never.

Question. Have you ever held out to contractors, or persons proposing to contract, that you had influence, and could assist them in any way?

Answer. I never have.

Question. Have you never represented to anybody who proposed to contract, either directly or indirectly, that you could aid them?

Answer. Never. I have said to parties who had never bid that they had better bid; I simply invited them to bid, because I found that it was better for the bureau to have as many competitors as possible.

Question. Have you been engaged in any other business since you have been chief clerk there?

Answer. Yes, sir; I have been in quite a variety of business. I have not confined myself, I am sorry to say, very closely to my office, because I have had other business. I had a large business connexion at one time in New Orleans, and I am sorry to say it has not yet terminated. At one time it was paying me, but at present it is and has been involving me. That was a connexion which I had with the Hon. George W. Brown, brother of the navy

agent here, and General Bodfish, who went out there; and they and myself entered into a copartnership in regard to business there. We were successful for a time, from which I got no inconsiderable amount of money. The death of Brown, by yellow fever at Pensacola, rather turned the tide the other way. Then they bought a cargo of cotton, and somehow or other there was some irregularity in the clearance, and it was taken and sold by the government, I believe, and we had to lose the original amount which was paid for that cotton. I never had a cent offered to me, directly or indirectly, for anything done in the office; and I have never held out any inducement to any man that I could assist him for the two and a half years I have been in the Construction bureau; and in no single instance did I ever ask Mr. Lenthall to favor any man with a contract because he was a friend of mine, although his bids and somebody else's might have been the same.

By Mr. Doolittle:

Question. You are chief clerk in the Bureau of Construction and Repair, of the Navy Department?

Answer. Yes, sir.

Question Do you know, or have you any reason to know, of any of the clerks in that bureau, in any way whatever, tampering with these bids, or altering them in any respect after they were put in?

Answer. No, sir. I have not the slightest idea that there is a clerk in that bureau who would touch a contract or a bid any more than any honest gentleman you could find. Our clerks there are Deacon Rothwell, Deacon Deeble, an Episcopalian minister named Smith, and there are but two others, and we seldom put them on these contracts because they have other business to do.

By Mr. Hale:

Question. Have these bids been so kept prior to the passage of the late act of Congress that no clerk could get access to them?

Answer. None of the clerks in that bureau know where Mr. Lenthall keeps the bids. I never saw one of them in my life until they were all brought down by him and put on the table.

By Mr. Doolittle:

Question. Are they kept by Mr. Lenthall personally?

Answer. Yes, sir; and whether he keeps them in his safe at home, or up stairs, or where he keeps them, none of us know.

Question. Was there a clerk in your office by the name of Murdock?

Answer. He was in our bureau, but attached to the engineering branch of the bureau, which was not connected with us immediately. He was immediately under Mr. Isherwood, who was then chief engineer, though not chief of a separate bureau. Since that time the bureaus have been reorganized.

Question. Can you state what is the purpose of these men bidding sometimes for the same article at one yard very low, and at another yard very high at the same time? What is the object to be gained by it?

Answer. I can illustrate that somewhat. Until this last opening we have always had sperm oil under our bureau, and I can illustrate by reference to sperm oil, because the contract for that is always for a single article. You will find that one man, say, Mr. Stover, would bid for it at New York, at $1 40 a gallon, and at the same bidding he would bid $2 40 here, Washington, a difference of a dollar a gallon in the same article. We would call for a thousand gallons at this yard, and five thousand at the New York yard, and very likely his bid would not be within half a dollar or seventy-five cents a gallon of anybody else at New York, while he would lose the contract at Washington, by somebody bidding under him We believe that that originated from the fact that they

have a custom at the New York navy agency under which they give all the open purchases to the contractor for that specific article. Therefore, if Mr. Stover got the oil by contract, they would make all their open purchases of oil from him at the market price. Take, for instance, last year, or the year before last, by some unaccountable oversight of the yard we only called for 5,000 gallons under the New York contract. New York is our shipping port to all our vessels and squadrons everywhere, and we purchased in open market at New York, I think, 59,000 gallons, and they were bought for that yard at from $2 to $2 39 a gallon. Stover furnished it all; and yet he took the contract for 5,000 gallons at $1 40.

Question. It would seem, then, that his object in bidding down low and getting that contract was to secure the privilege of selling the same article to the government when it wanted to make open purchases?

Answer. Precisely. It was seldom that Stover came here to the openings, but I remember on one occasion that Mr. Brown, his clerk, said, "We are determined to have oil for the Brooklyn yard at all hazards." At the other yards oil is not so much used for shipping purposes.

By Mr. Hale:

Question. Your explanation can only apply to one bidding?

Answer. Only to one bidding under the law.

Question. Had you not a right to demand under such a contract whatever you might need of that article?

Answer. At one time we had a right to demand an unlimited quantity of any one article; but now, for several biddings, by order of the honorable Secretary of the Navy, the bids have been for specific articles and specific amounts, and after specific amounts were fixed the bidders dropped down in the price for the purpose of controlling the open market.

By Mr. Doolittle:

Question. By what rule or order was it that the navy agents were to make their open purchases of the contractors?

Answer. It was an old order issued, I think, by Mr. Dobbin, when he was Secretary of the Navy, that a man who took a contract should have the privilege of selling the article contracted for to the government in the open purchases, provided he furnished it as low as the market price. The order was to give the contractors the preference.

By Mr. Hale:

Question. When was the order of the Secretary of the Navy made which you say confined the contracts to specific amounts?

Answer. Secretary Welles made an order that we should be limited so that we could only demand from any contractor double the amount called for in the contract. That order applied to what we call the bids for 1862-'63.

Question. Was that order in force in February, 1863.

Answer. Yes, sir.

Question. When it was made?

Answer. The order was incorporated in our contracts in June, 1862. I am very certain it was. It was the last bidding we had on oil prior to its going into the Bureau of Steam Engineering. I think it was at what we call the 1862-'63 opening, though the actual opening was, I think, not until September, 1862.

Question. Did that order that you should not call for more than double the amount apply to all the bids?

Answer. To all; and let me state a case to illustrate the necessity of it. There is the article of lead. We called for pig lead and sheet lead in the

same class, and those were the only three items in that class—5,000 pounds pig lead, and 15,000 pounds sheet lead. Smith Brothers & Co. bid for the 5,000 pounds pig lead a quarter of a cent a pound, and the 15,000 pounds of sheet lead they bid for at 15 cents a pound. There is not really one-sixteenth of a cent difference in price between pig lead and sheet lead. They delivered of the quarter of a cent lead 100 pounds less than the face of the contract called for, and of 15 cents lead, of which they were to deliver 15,000 pounds, they actually delivered 182,000 pounds, being more than twelve times the face of the contract. This bid was after the new order of the Secretary, that we should take only twice the amount called for on the face of the contract; but Smith Brothers & Co. claimed that as there was no law to that effect, as this was only a statement contained in the schedule, they had a right to deliver under their contract all that was called for. Mr. Lenthall finally offered to compromise the matter with them by taking three times the face of the contract, which would be 45,000 pounds of lead, at 15 cents a pound, and pay them for the rest at the open market price at the time of the delivery of the lead. The Smiths contended that they were entitled to 15 cents a pound for the whole 182,000 pounds. Mr. Lenthall finally decided that he would not pay the 15 cents a pound, but would pay them the open market price at the time of the delivery. Then the Smiths took an appeal immediately from Mr. Lenthall to the Secretary of the Navy to override the action of the bureau, and after a great deal of correspondence the Secretary finally decided that, as it was not our lead until we had absolutely agreed to take it, we should settle for it at the market price on the first day of February last, which we did at 11½ cents a pound—3½ cents less than the contract price, and about three cents a pound more than the market price was at the time of delivery.

Question. How came they to deliver this great quantity?

Answer. I do not know. It was done under requisitions from the yard, of course. Again: Smith Brothers & Co. had a contract for the delivery of screws. They took a lot of them at a cent a gross, and a lot of them at $4 50 a gross. They delivered less than the face of the contract of those at a cent a gross—the face of the contract was for 50 gross—I remember it distinctly—and of the screws at $4 50 a gross, they delivered enough to come to $2,280. Then there was an advertisement for 500 tons of American pig iron and 500 tons of Scotch pig iron. Smith Brother & Co. bid for the Scotch iron at one dollar a ton, and the American iron at $33 a ton. They delivered about two or three times the face of their contract of the $33 a ton iron, and little or nothing of the one dollar a ton iron.

I state this general proposition in regard to their bids, and I state it under oath, because I have looked the thing out, that, with one solitary exception, and that is the firm of Tilton & Wheelright, of Boston, Smith Brothers & Co. have had a vastly greater number of nominal bids and extravagantly high bids than any other parties who have bid with our bureau, and they have delivered on those extravagant prices vastly in excess of anybody else on extravagant prices, and on their nominal prices they have delivered vastly less than any other contractor with our bureau.

In regard to the screws, we wrote to the yard to know upon what vessels the screws were to be charged. The screws are delivered for such and such a vessel and we want to know for what vessel they are delivered, as we keep an account of the whole expense of each vessel. We found that the keels of several of the vessels for which these screws were ordered had just been laid, we had just given the orders for the vessels, and they were just about commencing them, so that the screws would not be wanted certainly for eight or ten months. I am sure they would not have been wanted until after the expiration of that fiscal year. As I have said, many of the vessels for which the screws were

ordered had just been ordered to be built, and contracts for the delivery of machinery for those vessels exist for over a year hence.

Question. Were there any deliveries of lead or screws, or anything else, made by Smith Brothers & Co., except on regular requisitions from the yard?

Answer. That we do not know; we never see the requisitions; but I have no sort of doubt they had regular requisitions. I do not think the navy agent had anything to do with any improper conduct in that matter, but it seemed a little singular to us that there should have been such an immense delivery when there was no call for it. We thought there must have been some collusion somewhere.

Testimony of Ira Murdock.

FEBRUARY 20, 1864.

IRA MURDOCK sworn and examined.

By Mr. Hale:

Question. Where do you reside?

Answer. In Bridgewater, Massachusetts.

Question. When, if ever, were you in the Bureau of Engineering, in the Navy Department?

Answer. I was in the office, I think, nearly four years. My business was detailing naval engineers for the service, and keeping a record of naval engineers, their sea service, examinations, &c., and everything connected with the engineer corps.

Question. When did you leave the bureau?

Answer. I left the office in July last; but sickness kept me out of the office a great part of the time for nine months prior to that.

Question. Had you anything to do with furnishing plans to contractors?

The witness. What class of contractors?

Mr. HALE. For building steam machinery.

Answer. At the time when the government built the first twenty-three gunboats, a gentleman in the office, who was chief draughtsman, got up a set of detailed drawings. Some of those I sent to the contractors, put them in envelopes, and forwarded them from the bureau. I had, however, no interest any more than to do that.

Question. Was anything paid for them?

Answer. Yes, sir.

Question. How much?

Answer. He was to have had, I think, $400 a set; but they proved unsatisfactory, and I do not think he ever realized more than $300 or $400. I saw the gentleman in New York one day this week and he told me.

Mr. HALE. State only what you know yourself.

The witness. I was going to say that the same gentleman told me he had not received his pay, but had got only $300 or $400 in all.

Question. Do you know whether these detailed drawings were furnished by yourself or anybody else to the contractors?

Answer. Those detailed drawings, some two and a half years ago, were furnished by Mr. Edward Farren, chief draughtsman in the office at that time.

Question. How many contractors were furnished with them?

Answer. I should say five to seven. I think not more than seven.

Question. Do you know what they were to pay apiece for them?

Answer. They were to pay $400 each, per set. I think that was the sum which he named.

Question. What were those detailed drawings? Were they lithographs?

Answer. They were photographs from his drawings. They were detailed drawings showing every part and every piece of the steam-engine, the size, weight, &c.

Question. Was not the department bound to furnish them to the contractors?

Answer. No, sir. All contracts distinctly state that the parties contracting shall furnish their own detailed drawings; the department furnishing general drawings, from which they make these detailed drawings.

Question. Those seven that you speak of, then, were the same thing?

Answer. All the same thing. It was machinery for the first twenty-three screw gunboats, which were started soon after the breaking out of the rebellion.

Question. Were only seven of those contractors furnished with them?

Answer. I think only seven, but I am not quite sure now, as it is some time ago.

Question. Is that the only instance you know of in which detailed drawings were furnished and paid for?

Answer. That is the only instance I know of.

Question. Do you know of any other moneys being paid to any officer in that bureau for anything connected with contracts of any sort?

Answer. No, sir. I do not know of any instance where money has been paid, with that exception, and that, I suppose, was considered equal to the value received.

Question. Do you know of no instance of any money promised to be paid?

Answer. No, sir.

Question. Is this gentleman, Mr. Farren, occupying that place now as draughtsman?

Answer. He is not.

Question. When did he leave the department?

Answer. He left the department fifteen months ago, I should think, at least.

Question. Do you know what disposition was made of that money?

Answer. I do not.

Question. Do you know whether anybody shared it with him or not?

Answer. I do not.

Question. Do you know of any money having been paid by any contractor to anybody in the bureau or office?

Answer. Money has passed through my hands to pay patent fees on Martin's boiler and on Sewall's condenser.

Mr. HALE. I do not understand the connexion of that.

The witness. Before the last payment is made on the machinery of all steamers, the contractors are required to furnish releases from all parties holding patents upon any articles used in their construction. There are several patents used in making machinery for the government.

Question. How did this money come into your hands?

Answer. There are two parties in Boston who sent me a check for the money, $2,000, I think. I received two checks of $2,000 each, which I paid, one to Mr. Martin for Martin's boiler, and one to Mr. Sewall for Sewall's condenser.

Question. Who sent the money?

Answer. The Atlantic Works and the Globe Locomotive Works, of Boston.

Question. To whom did you pay the money?

Answer. I paid $2,000 to Mr. Martin, and $2,000 to Mr. Sewall.

Question. Are these the only sums you know of as having been paid to anybody in the office?

Answer. I have no recollection myself of any other sums of money. I do not know that any other parties ever received money for themselves, or even to pass through their hands for others.

Question. Did you know of any practices in the bureau, during the time you were there, that are unfair or illegal?

Answer. No, sir, I cannot name any. There are complaints, as there are against all bureaus.

Question. Did you know anything about the Dakota?

Answer. But very little. The Dakota was being built when I entered the office.

Question. Do you know anything about the conditions on which she was built, whether she was to be paid a certain sum if she made a certain time?

Answer. I have read the contract a number of times, and I think there were some conditions of that kind.

Question. Do you know whether, in accordance with the contract, the last per-centage was kept back awhile?

Answer. I do not.

Question. Do you know whether there was a board that sat on the Dakota?

Answer. I do not remember any board of that kind.

Question. Do you know whether there was any controversy about the payment for her, whether the money was all paid down, or whether the parties were suspended awhile?

Answer. I cannot say how that was, but my impression now is that there was some controversy. The only thing that I remember in regard to it is, that Mr. Hazelhurst, the contractor, was at the office two or three times with Mr. Abbott, of Baltimore, and my impression is their business was with regard to the last payment of the Dakota; but it is a long time ago, at least three years ago, and I remember very little about it.

Question. Do you know whether or not there was any money paid to anybody to get that last payment through?

Answer. I do not know.

Question. Do you know anything about it?

Answer. No, sir.

Question. Did you ever personally deliver any detailed drawings or anything of that sort, anything connected with these engineer drawings, to anybody in New York city, aside from the ones you have spoken of?

Answer. No, sir. I do not remember ever having done it.

Question. Did you ever receive a thousand dollars from anybody in New York or Hartford for any drawings or anything connected with those contracts coming from the bureau?

Answer. No, sir.

Question. Do you know of any such sum having been paid?

Answer. No, sir.

Question. Did you ever state to anybody that you had received that amount, or words to that effect!

Answer. No, sir, I do not remember that I ever did.

Question. And you never have received it?

Answer. No, sir.

Question. Have you ever known any negotiations between any contractors for steam engineering and anybody else for the bureau, aside from the ones you have testified to?

Answer. No, sir; I remember none.

By Mr. Doolittle;

Question. You say you reside in Bridgewater, Massachusetts; what is the name of the county?

Answer. Plymouth county.

Question. Did you purchase a house and lot at Bridgewater not long ago?

Answer. Yes, sir. I held a mortgage on a house, and I took possession of it

some year ago. The owner of the house was down in the southern country; he went there to live after the rebellion, and I think has been heard from not more than once or twice since he left.

Question. Did he join the rebels, as you understand?

Answer. I do not know that he did; it is supposed that he did. His wife could not carry on the place; circumstances were embarrassing at the time he left, and I paid her a certain sum of money, and took the house, with a guarantee from her brothers and his brothers in Boston—responsible men—that I should, at a certain time, receive a deed from him, which I have not received.

Question. How much was your mortgage?

Answer. About $5,000.

Question. And how much did you give her?

Answer. $1,500.

Question. Do you know a gentleman in Boston by the name of Pratt, of the firm of Bowers, Pratt & Co.?

Answer. Yes, sir; very well.

Question. Has Mr. Pratt given to you, or to your wife or family, in any way, direct or indirect, anything in consideration of any favor you may have done him connected with the department or the government?

Answer. Never a dollar.

Question. Do you know any other clerk connected with the Navy Department who resides in that section of Massachusetts, except yourself and Mr. Farwell?

Answer. Mr. Farwell has a house there. There is no other clerk of the Navy Department, or connected with the bureaus, living in that county. I wish to state, if I may be allowed to do so, that Mr. Pratt and Mr. Ellis are distant relatives and friends of mine. I have had charge, almost all my life, of a manufacturing establishment owned by Mr. Ellis. I have at times for fifteen years had sums of money—sometimes large sums—for him to use; and I have also had money from Mr. Pratt, though I do not know that I have had any from him for some years. There has been a business connexion between Mr. Pratt and Mr. Ellis and myself covering a period of at least eighteen years.

Question. Had you, while in the department as a clerk, any interest in any contracts or any business done by Mr. Pratt for the government?

Answer. No, sir.

Question. Did he ever take any contracts of the government, to your knowledge?

Answer. Never, to my knowledge.

Question. Did you ever have any interest in any with Mr. Ellis?

Answer. No, sir.

Question. And never received anything?

Answer. No, sir. Mr. Ellis, I think, never had any contract with the government until within the last month or six weeks.

Testimony of Matthias Ellis.

FEBRUARY 20, 1864.

MATTHIAS ELLIS sworn and examined.

By Mr. Hale:

Question. Where do you reside?

Answer. I have two residences—one in the city of Boston, and another in Carver, in the county of Plymouth, Massachusetts. The latter is my voting residence.

Question. Have you ever been a contractor with the government?

Answer. Yes, sir; to small amounts with the Navy Department.

Question. When were you first a contractor with them?

Answer. In June or July last. I went out of business in 1860 and went to Europe, and remained there until January, 1863. When I returned I commenced my regular business again. In the following June I was in Washington, and I remember it was just before the battle of Gettysburg.

Question. Did you ever have any conversation with Mr. Pratt, of the firm of Bowers, Pratt & Co., before you went into these contracts?

Answer. We had a general conversation about it.

Question. Do you know anything about any means that were used to get high prices?

Answer. No, sir.

Question. Did you ever have any such talk with anybody?

Answer. I believe that Mr. Smith called at my office in Federal street one day when Mr. Pratt was there, but we did not have any conversation in relation to high prices. What he said, as I understood it, was rather discouraging to my bidding at all, as he said there was no profit to be made—hardly a commission—as there was a certain number of men in New York who were taking contracts at cost.

Question. Do you know whether Mr. Smith appeared there by request of you or of Pratt?

Answer. I do not remember as to that, whether he appeared by request or not.

Question. Do you say there was no conversation between you and Pratt, or you and Smith, or Smith and Pratt, in your presence, about any means that were to be used to get high prices?

Answer. There was no conversation in relation to means to be used. We had a general conversation, the same as we would about any other business matter. I suppose the question has reference to any unfair means, or anything that was not business-like.

Question. The question is, whether there was anything said about any influences that could be secured at Washington?

Answer. No, sir. I told Mr. Smith (if that might be an influence) that I knew a Mr. Murdock very well indeed, who was a clerk in one of the departments here, and that he would give me all information, no doubt, in relation to how bids had been made, or anything we might ask or wish to know in relation to the schedules.

Question. In some of your bids there seem to have been some alterations made in the prices; how is that?

Answer. Yes, sir, I altered some, and, with a gentleman who was with me, altered them in a great hurry, about half an hour before I left Washington. It was about the time that Lee was making his raid into Pennsylvania, and we were a little fearful that he would cut off the Baltimore and Ohio railroad. I had made up my bids two or three days before, and I then changed some of them in the prices. I did not change the extensions, I believe, but merely changed the prices per pound, or per foot, or whatever it might have been, because I was told that the extensions were not at all considered at the bureau; only the prices set down in the column of prices.

Question. What are the alterations you made?

Answer. In the bids for the Bureau of Construction, I believe the alterations were in the price per pound of iron. It was done a very short time before I left Washington. I think nearly all my bids were altered, but I believe I did not receive contracts for more than one or two classes out of fifteen bids. I altered the figures because I was under the impression that Lee's raid was to be successful, and it might make some difference to me.

Question. How many contracts did you get?

Answer. I cannot say how many. I think I had one in the Bureau of Construction for iron spikes for the Charlestown navy yard, and I believe one for steel for the Kittery navy yard. I think those were all. But in the Bureau of Yards and Docks, under a subsequent bid, I think about three weeks later, I got a contract for a class of round iron and nails for the Charlestown yard, and I think for the same class at Kittery. Then, in the Bureau of Equipment, I got a class of copper wire for the Charlestown yard, and I lost something like four cents a pound by putting in that bid. I took it at 44½ cents, but in the mean time, before the bureau required it, copper wire went up to 50 cents a pound. I think I got it at 48 cents, and so lost 3½ cents a pound.

Question. You say you never paid anything, nor promised to pay anybody, nor had any talk with anybody, about any aid or assistance to be given to you in getting contracts through?

Answer. Not the least. I never have paid anybody, never have promised to pay anybody, never have had any understanding to pay anybody, and my contracts have been such with the three Bureaus of Steam Engineering, Construction, and Yards and Docks, that I should have been at least $8,000 better off if I had not taken the contracts. The prices of materials have risen so much since last July that I shall lose on the contracts. If I could have been able to put everything in all the classes, as some *other* contractors, I should have made a small commission; but I could not get the requisitions, while I found that other contractors for the same yards got their requisitions and put all their iron in.

By Mr. Doolittle:

Question. By whom are these requisitions made at the yards? Who, practically, is the person who does it?

Answer. The naval storekeeper.

Question. You speak of some other contractors getting requisitions for all the articles they bid for. What yards do you refer to?

Answer. I refer to the Charlestown navy yard.

Question. And you say the naval storekeeper makes the requisitions?

Answer. He makes the requisitions, but there are clerks under him. For instance, the chief clerk in the machinery department would make a requisition for boiler iron, &c., to be used in his department, and he would send in the requisition to the naval storekeeper, who, I presume, does nothing but sign it.

By Mr. Hale:

Question. Are not those requisitions approved by the commandant before they go to the naval storekeeper?

Answer. I am not so sure about that. I cannot say whether the commandant has to approve the requisitions first or not. I never examined my requisitions enough to know that.

Question. Does not the commandant have to approve it before the article is ordered?

Answer. I know the requisitions originate with the master mechanics. I cannot say whether they are approved by the commandant. I have only noticed the name of Josiah Dunham, naval storekeeper, signed to my requisitions.

By Mr. Doolittle:

Question. In the form in which you make your statement that some contractors could get their requisitions filled, but you could not get yours filled, it would seem to imply that they received some favor at the yards which you could not get. Is that what you mean?

Answer. Yes, sir; I mean to imply that.

Question. Might it not have been from the necessities of the yard for the

articles—that they stood more in need of the articles of those other contractors than of the articles you bid for?

Answer. No, sir, I should think not; because I had a general assortment, and they asked for mine in small lots; even so small as to send over to me for one bar of iron, which it cost me 75 cents to deliver in the navy yard, when the iron itself was not worth much more than that; while other parties were putting in immense quantities at the same time. One of the firm of Smith Brothers & Co., who were contractors at the same time, told me, immediately after they received their contract, that they were going to work and fill it at once, and send all the articles to the yard.

Question. Which Smith was that?

Answer. I think it was Franklin W. Smith. If I could have done that, it would have been a great advantage to me, because round iron at that time was worth but 3¾ cents a pound, while to-day it is worth 6 cents.

Question. If you could have delivered it then you would have saved yourself on your contract?

Answer. I should have made a small commission.

Question. Do you know whether Smith did go on and deliver the whole amount called for by his contract to the yard?

Answer. I cannot swear that he did, but it is my impression that he did. He told me that he was going to do it.

Question. In the conversation which you had with Smith, did you in any way intimate to him that you could receive some favor here at the department, through Murdock, anything more than that Murdock would be willing to give you information as to how to put in bids?

Answer. That is all.

Question. Was there anything said to Mr. Smith about there being a way to grease the wheels here or at Washington?

Answer. I never used that expression.

Question. What do you know, if anything, about the delivery of Straight's tin for Banca tin?

Answer. I know nothing positively on that subject; only by hearsay.

Question. Do you know it from Mr. Smith?

Answer. No.

Question. What is the difference in price between the two kinds of tin?

Answer. About five cents a pound; and it is rather difficult to tell the difference between the two kinds. It requires a very excellent judge who knows them.

Question. Will you state from your practical experience as a business man, knowing how these purchases are made at the navy yard there at Charlestown, whether the open purchases, as they are called, operate for the benefit of the government?

Answer. In my opinion the practical operation of the open purchases in Boston is, that the navy agent gives them almost entirely to one party.

Question. Who is that party?

Answer. It is generally understood by everybody in Boston to be Smith Brothers & Company. I can only give my experience in relation to that.

Question. What is your experience; is there any competition allowed in these sales?

Answer. Being a contractor myself, I had always understood, and I had understood it from the authority of Admiral Smith, that when my contracts with the bureau were filled, if the yard wished any more of the same sort of goods, the navy agent was obliged to apply to me for my prices, and if my prices for the article wanted were as low as those of anybody else, I should have the preference in furnishing them. Mr. Norton has never applied to me under any circumstances for anything for open purchases. I had a contract with the Bureau

of Yards and Docks for a quantity of nails; my contract was filled, I think, up to within six casks, and I received a requisition for six casks and sent them over. Shortly after I had some trouble with the accounts, and I went over to the navy yard to see how our accounts agreed, and Mr. Dunham, or Mr. Dunham's son, in looking over the requisitions, showed me that the day they required six casks of nails on my contract with the Bureau of Yards and Docks, they wanted six more casks for that same bureau, and of course they must be procured by open purchase, being above the quantity called for in my contract, and I was not applied to to furnish those six casks of nails, but they were given to Smith Brothers & Company, and the bill was shown to me on the naval storekeeper's books there.

By Mr. Buckalew:

Question. At what price?

Answer. At the market price and a commission over the market price. You could buy nails at four and one-half cents a pound at that time, and they were put in by Smith at four and three-fourths cents.

Question. What was the price in your contract?

Answer. Five cents a pound for nails. What I mean to say is, that they did not apply to me, and, as I understood from Admiral Smith, they ought to have applied to me, and if I was willing to furnish them as cheap as anybody else I should have had the preference.

Question. You do not refer to any law, but to custom?

Answer. That I understood was the custom.

By Mr. Doolittle:

Question. Are there any other statements you can make in regard to the matters of inquiry before this committee?

Answer. I find some things in contracts made some time since which seem to me very singular. As near as I can remember, I saw a contract in the Charlestown navy yard with Smith Brothers & Company, in which they were to have either one dollar or half a dollar a ton for 500 tons of Scotch pig iron, and were to have $32 or $33 a ton for 500 tons of No. 1 American pig iron, and, according to my recollection, at that time Scotch pig and American pig would not exceed $20 a ton in value in the market. I inquired if that Scotch pig iron was put into the yard, and understood that it was not, while the American pig was put in at a profit, of course, of $13 a ton. The Scotch pig, which was taken at a mere nominal price, was not put in. That is what I heard at the time, but that can easily be found out by investigation at the yard.

Here is another thing. I had occasion to inquire about pig iron, and I now have a copy which I made from the books.

Mr. BUCKALEW. What books?

The witness. I asked in the Bureau of Construction to be permitted to see how much iron was delivered of class B. They always mark in pencil marks on the books the amount delivered, so as to know what amount has been delivered on each class. In class B, the contract called for 50 tons of No. 1 American pig iron, and Smith Brothers and Company bid $33 a ton, and called for 50 tons of No. 2 pig iron, which they bid for at $18 a ton. There is generally a difference of two dollars a ton between the market price of the two. They put in one hundred tons at $33, and 23 tons at $18. At that time the iron was worth about $20 a ton.

I think that old way of bidding has now all passed away. But I find a contract of November 9, 1862, with the Bureau of Yards and Docks for 6,000 pounds of cast steel, 300 pounds of German steel, 1,000 pounds of octagon steel, 500 pounds of hammered steel, 500 pounds of wire steel, 500 pounds sheet steel, and 400 pounds of English steel. Smith Brothers and Company got the con-

tract at seventeen and one-half cents a pound for the cast steel, one-fourth of a cent for the German, five cents for the octagon, one-half cent for the hammered, one-half cent for the wire, one-half cent for the sheet, and one-half cent for the English steel. Of course, these half cents and quarter cents are mere nominal prices, as anybody knows who knows anything about steel. I was curious to see how much was delivered under this contract, and I find that, of the cast steel, at seventeen and one-half cents per pound, and of which the government advertised for 6,000 pounds, 13,203¼ pounds were delivered, more than double the amount advertised for. Of the German steel, at one-fourth of a cent a pound, they delivered none. Of the octagon steel, at five cents a pound, they delivered 423 pounds out of the 1,000 pounds advertised for. Of the hammered steel, at one-half cent a pound, none was delivered. Of the wire steel, at one-half cent a pound, none was delivered. Of the sheet steel, at one-half cent a pound, none was delivered. Of the English steel, at one-half cent a pound, 235½ pounds were delivered.

Mr. BUCKALEW. Do I understand that you are reciting particular items from bids, or the whole of them?

Answer. I give the whole of a class.

Mr. BUCKALEW. I am asking generally in regard to the case you have just alluded to.

Answer. That was a whole class. That was the way the bid was taken, and I have given the amounts delivered. I presented it merely to show how parties were able to make something. This is the entire class 13 under the advertisement of the Bureau of Yards and Docks of October 9, 1862. Then there was a contract at the same time with the same parties for pig iron, and the advertisement under that class called for 20 tons of Scotch pig, 50 tons of No. 1 American pig, 25 tons of No. 2 American pig, 10 tons of No. 1 charcoal, and 10 tons of No. 2 charcoal. These parties bid $1 a ton for the Scotch pig iron, $36 a ton for the American pig iron No. 1, $20 for the American pig iron No. 2, $20 a ton for No. 1 charcoal, and $10 a ton for No. 2 charcoal. The price of Scotch pig iron in October, 1862, I should say, was about $20 a ton, and No. 1 American pig about the same. No. 2 was generally $1 or $2 a ton less. The charcoal iron No. 1 is usually worth something like $10 a ton more.

I was interested to see how much was delivered at the yard under this class, and I found that there were 10 tons of Scotch pig, at $1 a ton, only one-half the number advertised for; 86 tons of No. 1 American pig, at $36 a ton, which was 36 tons more than the contract required; 15 tons of No. 2 American pig, at $20 a ton, which was less than the bureau required; 3 tons of No. 1 charcoal, at $20 a ton, when the bid was for 10 tons; and 2 tons of No. 2 charcoal, delivered at $10 a ton, when the bid was for 10 tons. Then I had the curiosity to see what the average of that iron would be, and I found that there were 116 tons delivered, amounting to $3,486, making an average of a little above $30 a ton for that lot—more than $10 a ton clean profit, in my judgment. I believe, however, this style of bidding is entirely ended since the law passed by Congress.

There is another thing that looks very bad. Here is a contract for $15,000 pounds of sheet lead at 15 cents a pound, when certainly lead could not have been worth more than 8 cents, and 106,000 pounds delivered, instead of 15,000, and Mr. Smith said that he had put 182,000 pounds into the yard.

Mr. BUCKALEW. What is the date of that?

The witness. I have not the date, but I suppose it to be October 9, 1862. This is class 30. The government advertised for 5,000 pounds of pig lead, and Smith got the contract at ¼ cent a pound, 10,000 pounds of drawn pipe at 5 cents a pound, 15,000 pounds of sheet lead at 15 cents a pound. He actually delivered on that 4,916 pounds of pig lead, being within a few pounds of what was called for; 21,693 pounds of drawn pipe, being double the amount re-

quired; and 106,616 pounds of sheet lead, at 15 cents a pound, being something like seven times as much as was advertised for.

By Mr. Doolittle:

Question. What was the fair market price of those articles at that time?

Answer. I do not dare to state that, because I cannot tell. I should judge that the pig lead might have been worth 6 cents a pound. The sheet lead would be more. Perhaps 8 cents a pound for that at that time would be fair. I should say 8 cents a pound at that time for drawn pipe.

Then there is the contract of Smith Brothers & Company with the Bureau of Construction, for class 25, November 8, 1862. They bid for 200,000 pounds iron at 4½ cents a pound—delivered 413,204 pounds; 60,000 pounds of round iron at ½ cent a pound—delivered 60,132 pounds; 30,000 pounds of round iron at 8 cents a pound—delivered 49,810 pounds; 50,000 pounds of square iron at ¼ cent a pound—delivered 34,242 pounds; 40,000 pounds square iron at ¼ cent a pound—delivered 14,742 pounds; 40,000 pounds hammered iron at ¼ cent a pound—delivered 40,008 pounds; 75,000 pounds of flat iron at 7 cents a pound—delivered 114,248 pounds; 20,000 pounds flat iron at ¼ cent a pound—delivered 35,521 pounds; 5,000 pounds of hoop iron at 8 cents a pound—delivered 10,000 pounds; 2,000 pounds thimble iron at 6 cents a pound—delivered 4,000 pounds; 1,000 pounds sheet iron at 11 cents a pound—delivered 1,055 pounds; 500 pounds of Russia iron at 25 cents a pound—delivered 4,564 pounds, being nine times the amount called for; 5,000 spike rods at 5 cents a pound—delivered 14,928 pounds; 1,000 Russia rods at 10 cents—delivered 1,600.

Question. State the market price of these articles at that time.

Answer. I cannot, sir, give the market price. I can only give you my judgment. All kinds of iron were at very low figures in that period in 1862. I should say 3½ cents a pound was enough for the round iron. It would depend a good deal on size as to price. Flat iron is the same price as round iron. As to hoop iron I could not judge, but I should say perhaps 6 cents at that time. Russia iron is the most important, and I should judge that in 1862 it was about 14 cents a pound, for I bought at 17½ cents in the following June, when everything had advanced.

Question. Do you know anything about the other bids for class 26?

Answer. I merely took that down, because square cast steel is worth more than round steel. The prices to-day for square cast steel are 16 cents a pound in gold, and for round cast steel 10½ cents in gold; and the bid was 14 cents for square steel, and 18 cents for round steel.

Question. Then there is shear flat steel and blister steel—what do they bid for that?

Answer. Half a cent a pound for each of those articles; 14 and 18 cents for the others.

Testimony of Joseph L. Savage.

FEBRUARY 22, 1864.

JOSEPH L. SAVAGE sworn and examined.

By Mr. Hale:

Question. Where do you reside?

Answer. I am residing in Brooklyn at present.

Question. Where have you been residing for some years past?

Answer. I am a native of Washington. I resided in Washington up to 1860.

Question. And since that time in Brooklyn?

Answer. Yes, sir; since that time in Brooklyn.

Question. What is your business?

Answer. It is the general hardware business and naval supplies.

Question. Where is your place of business?

Answer. I have a place of business in Washington city and one also in New York.

Question. Are you in company with anybody?

Answer. No, sir.

Question. Have you any business connexion with C. W. Scofield?

Answer. I know Mr. Scofield very well, and I have not interfered with classes which he bid for. I have not bid for them.

Question. Have you any business connexion with him?

Answer. Nothing more than that. Of course we had business together. I buy a great many goods from him.

Question. Do you occupy the same place of business in New York?

Answer. I have an office in his store.

Question. Do you do business in the same room with him?

Answer. It is his counting-room. I have a desk there just the same as the other desks.

Question. In the same room with his?

Answer. Yes, sir; it is in the same room. That is very customary in New York. There are sometimes as many as half a dozen in one counting-room together in different businesses.

Question. Do you know H. J. Collins?

Answer. Yes, sir.

Question. Where is he?

Answer. In New York.

Question. Have you any connexion with him?

Answer. I had some contracts at the Kittery navy yard, and I sold them to Mr. Collins; that is, for a sum of money he took the contracts, and I gave him powers of attorney, &c., to collect the moneys, and I had nothing more to do with them.

Question. Is that the only business you have with him?

Answer. Yes, sir.

Question. Or have had?

Answer. Yes, sir.

Question. Did you and Collins and Scofield know of each other's bids?

Answer. No, sir.

Question. Knew nothing about them?

Answer. No, sir.

Question. Had no consultation?

Answer. No, sir.

Question. Did you bid for a class F at Kittery last year—April 7, 1863?

Answer. I think it very likely. I am not positive about it.

Question. Turn to page 973 of the Secretary's report. You took that contract?

Answer. Yes, sir.

Question. Have you any explanation to make of the prices there?

Answer. Kittery is a yard for which I never bid before this past year. In bidding for these contracts I found that there were but few bidders who bid; many times but one bid put in. I bid for several yards. I bid for Washington, Brooklyn, and Kittery; and all the yards outside of Washington and New York—or rather those for Kittery—I put at good round prices, because goods were advancing at that time, and I did not want to be caught with contracts on my hands on which I would lose perhaps a large sum of money.

Question. What was the market price of cotton waste at that time?

Answer. I think from 35 to 40 cents, but I had bought it a year before that for five or six cents.

Question. Do you remember selling to the navy agent at that time more than the two thousand pounds that you contracted for?

Answer. These are the contracts I sold to Mr. Collins.

Question. In making your sale to Collins, what did you estimate this contract at; how much did he pay you on that?

Answer. That I could not tell unless I was in New York.

Question. If you sold to Collins, you probably knew something about them when you put in the bids; you say that you think cotton waste was worth from 35 to 40 cents?

Answer. Yes, sir.

Question. What were the anvils worth by the same standard?

Answer. Anvils are of different qualities. The highest priced or the best quality anvil, weighing 200 pounds, would be worth in the neighborhood of $40 for me to buy.

Question. What were the chopping axes worth?

Answer. They are also of various qualities. Hunt's axe is considered the best, ranging from $1 75 to $2.

Question. What were the small axes worth?

Answer. I do not know what kind of axes were put in at all.

Question. You knew when you made the contract what they wanted?

Answer. No, sir; I never saw the samples. I never was at Kittery previous to this bid.

Question. You must have had some mode of judging of the price?

Answer. I should think best quality handled axes worth from twelve to fifteen dollars.

Question. Apiece?

Answer. No, sir; by the dozen.

Question. They are given by the piece here.

Answer. Then from a dollar to a dollar and a quarter.

Question. What are the calipers worth?

Answer. It is impossible for me to say exactly.

Question. What is the best judgment you can give?

Answer. I can quote you calipers at $6, but there are what are called masked calipers, that cost from $2 50 to $3 each.

Question. It is simply "calipers" here?

Answer. Yes, sir; but they can require just what they want.

Question. Give us the best judgment you can about it?

Answer. I really do not know what was put in.

Question. I do not ask you what kind was put in.

Answer. My answer is, that I do not know what kind was put in.

Question. How is it as to the dividers?

Answer. They cost from fifty cents to two dollars.

Question. How is it as to grindstones?

Answer. I cannot say. I can tell you what kind I furnish here.

Question. Give the best answer you can. What are those grindstones worth? What is the market price?

Answer. I do not know what kind were furnished.

Question. I ask you what is the market price of grindstones, 150 pounds each.

Answer. They do not always receive in the yards what we find in the market. We have got to get them up specially after their sample.

Question. Is that all the answer you want to make to the question?

Answer. I do not know.

Question. What is the market price of hydraulic jacks?

Answer. I think from sixty dollars to a thousand.
Question. Is that your answer to that?
Answer. Yes, sir.
Question. What are scale beams worth?
Answer. From five to twenty-five dollars.
Question. What are the sieves worth?
The witness. Iron or brass?
Mr. HALE. That is not mentioned here.
Answer. From twenty-five cents to three dollars.
Question. What are scoop shovels worth?
Answer. They are worth from one dollar to two dollars.
Question. What are steel squares worth?
Answer. Steel squares are worth from $1 25 to $1 50.
Question. What are iron squares worth?
Answer. From twenty-five to fifty cents.
Question. What are monkey wrenches, assorted, worth?
Answer. I do not know exactly what a monkey wrench is.
Question. It seems you knew enough to bid.
Answer. Well, sir, I once had monkey wrenches or something of that kind furnished me, and they compelled me to furnish ratchet drills.
Question. Where was that?
Answer. At Brooklyn navy yard.
Question. When?
Answer. Within two years. I cannot locate the time.
Question. Under a bid for Coe's monkey wrenches?
Answer. I will not say of Coe's monkey wrenches, but a name something like this, not calling the article by its name. Those ratchet drills are worth from ten to fifteen dollars each.
Question. Do you say that you proposed for monkey wrenches and were compelled to furnish ratchet drills?
Answer. No, sir. I had a contract at the Brooklyn navy yard for wrenches not properly described, and I was compelled to furnish ratchet drills, which cost from twelve to fifteen dollars each, or from ten to fifteen dollars each.
Question. Do you know who else bid at the Kittery navy yard at this time?
Answer. I do not.
Question. Did you have any correspondence or communication about this bid with either Henry D. Stover or H. J. Collins?
Answer. No, sir.
Question. Did they know the sum you put in?
The witness. When I put it in?
Mr. HALE. At any time before it was put in?
Answer. No, sir.
Question. How long before that contract was awarded was this bid put in?
Answer. That I cannot recollect. I suppose a week; it may not have been so long.
Question. Do you remember putting in a bid that was rejected at the last bidding for high prices?
Answer. I recollect it very well.
Question. There seem in that bid to have been several alterations made in the prices. Do you recollect anything about that?
Answer. I recollect I very often altered my bids in consequence of increase of prices, combinations, or something. The manufacturers advanced the prices, and we would have to advance with them.
Question. How long was that bid made out before it was handed in?
Answer. I generally commenced making out my bid as soon as I received my schedule, that is, about thirty days.

Question. Do you generally make alterations after you have filled up the bid and carried out the amounts and footed them up in the aggregate at the bottom?

Answer. Yes, sir.

Question. How long is that generally done before you put the bid in?

Answer. Two or three days. I generally come to Washington with my bid, and I get the broker in New York who looks after my metals, &c., to keep me advised as to the state of the markets, and if there is any advance he telegraphs me, and then I make the alterations.

Question. Have you ever altered any after they were put in?

Answer. No, sir.

Question. Have you ever had any information about the state of the bids before they were put in?

Answer. I never have.

Question. Was there any other bid that you made that year that was so much above the price as this one at Kittery?

Answer. That one that was rejected they considered very high in the prices.

Question. Do you know how much?

Answer. They wrote to Mr. Delano, the naval constructor at Brooklyn, about them.

Question. Do you know what he said the articles could be furnished for?

Answer. I think he said somewhere in the neighborhood of twelve or thirteen thousand dollars.

Question. Do you know what the bid was, as it was originally footed up in the column of amounts?

Answer. I do not. I do not recollect it.

Question. Do you know how much the amount was as the bill was finally verified?

Answer. In the neighborhood of twenty thousand dollars; I will not be sure whether it was more or less; it was in that neighborhood.

Question. Then you had no combinations with anybody; neither with Scofield, nor Collins, nor anybody else about bidding?

Answer. Never.

Question. Every bid of yours has been an honest, *bona fide* proposition?

Answer. It has.

Question. You have two places of business—one in Washington and one in New York?

Answer. Yes, sir; I generally stay in New York to buy these supplies. Since this war has broken out prices have fluctuated greatly, and I am generally on the spot. I am satisfied that by being in New York I saved myself from a very heavy loss on these last contracts. I had a contract there for ingot copper; as soon as I got the contract I made my contracts for the copper; had I waited until now it would have made a difference of about $80,000 in that one class; so that I find it better to be on the spot to make my contracts with the manufacturers. They are almost weekly advancing their prices, which is, I am sorry to say, done through combinations.

Question. Where is Collins's place of business?

Answer. He is in Maiden Lane; I do not recollect his number; the firm is now Lockwood & Collins. He is now in Washington. There are some bids to be opened to-day in the Bureau of Construction.

Question. What was the name of the firm formerly?

Answer. H. J. Collins & Co.

Question. Have you ever given out your name as J. L. Savage & Co.?

Answer. Not since my father was connected in business with me; that was six years ago.

Question. Have you ever been known in any way as C. W. Scofield & Co.?

Answer. Mr. Scofield and Mr. Raymond are partners.

Question. Have you ever been included under that firm?

Answer. No, sir; I never had anything to do with Mr. Scofield's business, one way or the other.

Question. And never knew anything about his bids?

Answer. No, sir.

Question. Nor Collins's either?

Answer. No, sir.

Question. When you corrected your prices before you entered your bid, did you also make corrections of the amount opposite them?

Answer. Sometimes I would, and sometimes I would not. There are a great many classes that we bid for, and it is quite a job to alter them. There is a form we have to comply with; so that sometimes we omit making the alterations in the additions before we put in our bids. When I think of it, I always do it.

Question. Do you know anything about how the bids are kept after they are received?

Answer. I do not. I never see them after they go in charge of the bureau.

Question. Is there any other explanation you want to give of that bid at Kittery than what you have given?

Answer. I should like to say this: that in bidding for all these classes at Kittery, I did not expect they would be awarded me; I supposed merchants in the vicinity would bid at less prices, and of course get the classes.

Testimony of John W. Bronaugh.

FEBRUARY 22, 1862.

JOHN W. BRONAUGH, chief clerk of the Bureau of Yards and Docks, sworn and examined.

By Mr. Hale:

Question. Turn to "New York, class number 11, iron spikes and nails," and say to whom the contract was awarded.

Answer. C. W. Scofield

Question. For how much?

Answer. The aggregate amount is not given. In some of the other bureaus I believe they do give the aggregates. They used to give the aggregate amount in the Bureau of Construction when I was there.

Question. Tell me what the aggregate amount is there? You can cast it up.

Answer. $32,026 82.

Question. That is what it is put down in your schedule?

Answer. The correct amount is put on the scale.

Question. Now turn to class 12 at the same place?

Answer. That is Scofield's also, at $3,946.

Question. You have the total of all the bids that were rejected?

Answer. Yes, sir; we have here all the bids received, whether they got a contract or not.

Question. What is the total given out of class 15?

Answer. Class 15 is $9,251 92.

Question. What is the footing there of class F?

Answer. $16,777 48. He gets that class.

Question. State what was the original footing, as given in by him, on class 17?

Answer. $15,958 48.

Question. I wish you to state whether or not there seem to have been, in class 17, considerable alterations made in the column of prices?

Answer. Yes, sir; they look as if alterations had been made.

Question. Do they look as if the figures had been written once and then been written over again?

Answer. Yes, sir.

Question. Nearly all of them seem to have been altered?

Answer. Yes, sir.

Question. Here is one article here, "a riveting machine." Does that seem to have been altered in the price and in the aggregate both?

Answer. It looks very much like it.

Question. The amount is $1,425?

Answer. Yes, sir; it looks very much like it.

Question. Now look at your scale for class 23?

Answer. The amount is $6,071 80; it should be $7,071 80.

Question. Was that awarded to Mr. Scofield?

Answer. Yes, sir.

Question. How many other bidders were there?

Answer. Five besides Scofield; six in all.

Question. Name them, and the sums they bid.

Answer. Scofield, at $6,071 80; J. R. Elvans, $6,402 56; William A. Wheeler, $8,015 65; James R. Pugh, $9,966 55; F. Orne, $6,619 50; H. D. Stover, $6,232 37.

Question. State whether or not that footing of Scofield's appears to have been something else originally.

Answer. It appears to me so—something; I do not know what.

Question. Does it seem as if something else had been written before it?

Answer. Yes, sir; that is my idea about it. The six looks as if it had been tampered with in some way.

Question. Who got the contract for "class T, ship chandlery?"

Answer. Mr. Bingham.

Question. What does his bid foot at?

Answer. $17,778 23.

Question. What was Scofield's bid?

Answer. $18,053 90.

Question. What was Scofield's original footing there?

Answer. $12,053 90 was his original footing.

Question. State whether in that footing he gave of $12,053 90, you discovered at the office that there was an error, and that it should have been $13,053 90.

Answer. Yes, sir; that was the error in the footing.

Question. If it had not been for that error, Scofield would have got the contract as it stood, would he not?

Answer. Yes, sir; notwithstanding his price here, if it had not been for his error in footing extension he would have got the contract.

Question. Now state whether or not there appears to have been a figure 1 added to the 65 there.

Answer. I do not know what to think about that.

Question. Give your best judgment by looking at the footing, &c.

Answer. It seems to me that if there was any alteration made, it must have been in the cents instead of in the dollars, because it does not seem to me he would have made the 65 so clumsily. That is my real impression about it.

Question. Supposing the bid to have been 65 cents instead of $1 65, is the amount carried out right?

Answer. Oh, yes; at 65 cents the amount is carried out right by him.

Question. Would the adding of one dollar to that bid make a difference of $5,000 in the amount?

Answer. Yes, sir; just exactly.

Question. As you say the sum is carried out right by 65, supposing a 1 to have been added on the left hand of the 65, and the bid thus increased $5,000,

would Scofield have got the bid if you had not discovered the error in his bid of one thousand dollars?

Answer. Yes, sir; Scofield would if I had not discovered the error in his footing; because after these corrections the difference is only $275 67 in the two.

Question. Against him?

Answer. Yes, sir.

Testimony of Samuel Woodruff.

FEBRUARY 26, 1864.

SAMUEL WOODRUFF sworn and examined.

By Mr. Hale:

Question. Are you of the firm of Woodruff & Beach, of Hartford, Connecticut?

Answer. I am.

Question. Have you ever had a man named Wright as partner or employé?

Answer. He was not a partner. He was in our employment for about ten years. He was foreman of the shop, and left us last September.

Question. Did you ever tell him that you had to pay commissions to Faxon?

Answer. Never, sir.

Question. Did you ever say anything to him about paying commissions to Faxon?

Answer. Never in the world.

Question. Or to anybody else?

Answer. No, sir.

Question. Did you ever tell him to slight his work?

Answer. Never in the world.

Question. Do you know of any moneys having been paid by your firm, or anybody for your firm, to Mr. Faxon or anybody else?

Answer. Not one single dollar was ever paid in the world. If Mr. Wright says anything of that kind, he tells that which is false, and I do not believe he can look you in the face and tell you so. I want to explain about that. Mr. Stover got hold of Mr. Wright and told Mr. Wright that he was going to get a government contract for some of these 60-inch engines, and that Wright was to go in with him and have one-fifth of the profits. We built the Pequod on a new plan, on Wright's patent for the engines. We got them all nearly finished, and found that he had made a mistake; that he had made the pumps too small. Stover got hold of him and got him away from us. For his not fulfilling his contract we attached all the property he had, and a suit is now pending, and he feels very bitter towards Woodruff & Beach. For that reason he will say things and do all he can to injure us.

Question. Did you ever pay anything to anybody in the Office of Steam Engineering for plans?

Answer. We have done so. I do not know that the money went to the Office of Steam Engineering for plans. We bought of Mr. Whiting, or made a contract with him for photographic drawings for these 60-inch engines, sixty by thirty-six, for which we were to pay him $1,000. He is in that office, but the contract was not made with the Bureau of Steam Engineering.

Question. Do you know what office Mr. Whiting holds in that bureau?

Answer. I do not know what office he holds. He is draughtsman there; he makes the drawings and plans.

Question. What were those drawings?

Answer. Photographs.

Question. Do you know whether Whiting received the same amount from others besides you?

Answer. Only by hearsay.

Question. Do you know it from him?

Answer. Yes, he said he had received it.

Question. Did he say in how many cases?

Answer. I think seven or eight.

Question. Did you pay the $1,000?

Answer. We have not paid it. We have paid a portion of it. We pay him monthly as the thing goes along. He furnishes the drawings; the drawings do not all come at once.

Question. State whether or not you have ever had your requisitions for payments due to you put forward out of their place and order.

Answer. Not to my knowledge. I will tell you how that business is done. When on our contract a payment is due, the superintending engineer approves our bill. That bill is then sent down to New York to a board of engineers there, who approve it also, and they forward it to Washington, and from Washington it is returned to us. When it is returned to us, we deposit it in bank, and the bank collects it for us. Then whenever the money is sent from Washington to New York, to the navy agent, we get our pay. That is the way our business is done.

Question. Have you ever paid anything to anybody for having those bills or requisitions put forward?

Answer. Not a cent.

Question. Nor promised anything?

Answer. Nothing whatever.

Question. Do you know anything about any such sums having been paid by anybody?

Answer. I do not.

By Mr. Doolittle:

Question. As something has been said about your work being slighted, will you state briefly how the work done by you has been done?

Answer. We built the Mohican. She was at sea twenty-one months, and came home without needing any repairs, ready for sea again in three days, so far as the engine was concerned. On the Kearsarge we were entitled to five days' trial at sea, but instead of that she was sent immediately off after the Alabama without having the five days' trial, and she has been after the Alabama ever since. She has never broken down, and has given perfect satisfaction. Then we built the Nipsic. She is a gunboat of 580 tons burden, and makes eleven and a half knots an hour easily. Then there is the Pequod, which is on a new plan of our own getting up; Mr. Wright designed that. That goes about eleven knots, about the same as the Nipsic; there is not much difference.

Question. State generally as to the work you have done; how has it proved on trial?

Answer. So far as we can judge with others, it has been of the very first order.

Testimony of Rear-Admiral Joseph Smith.

APRIL 1, 1864.

Rear-Admiral JOSEPH SMITH sworn and examined.

By Mr. Hale:

Question. What is your position in the navy?

Answer. I am rear-admiral on the retired list, and chief of the Bureau of Yards and Docks.

Question. Do you know anything of purchases being made in your bureau, not made by navy agents, since this administration came into office?

Answer. Some have been made. Articles are sometimes purchased not by the navy agents. I can answer for no bureau but my own. I suppose others make purchases also.

Question. Are the navy agents ever called upon to pay for purchases not made by them?

Answer. They are. When purchases are made by authority of the department, and the bills are approved, they are paid by navy agents always.

Question. Have you purchased submarine armor for the navy yards?

Answer. I have.

Question. What have you paid for it?

Answer. $1,900 or $2,000 per set.

Question. How many have you purchased for Charlestown?

Answer. One only, I think.

Question. Any for Brooklyn?

Answer. One only.

Question. Any for other yards?

Answer. As nearly as I recollect, the one for Boston was purchased many years ago. One for Brooklyn and one for Portsmouth were bought some three years ago. The navy agent purchased one for Brooklyn, and the commandant another. They wanted one at Portsmouth, and I refused to purchase one, telling them we had no money to spend for such purposes. Afterwards one purchased at Brooklyn was sent to Portsmouth, on the requisition of the commandant.

Question. How many have you purchased in all?

Answer. Four or five, I think.

Question. Of whom did you purchase them?

Answer. Of Mr. Wells, who represented himself as the patentee, except the one purchased by the navy agent at New York.

Question. Was he the manufacturer of them?

Answer. He said he was. He came to the Secretary of the Navy with strong letters. Wells and Gowan had cleared the harbor of Gibraltar of the wreck of the frigate Missouri. I think Wells had letters from Mr. Sumner and the governor of Massachusetts. The Secretary sent him to me with this indorsement on his letters: "Referred to Bureau of Construction and Bureau of Yards and Docks." The bureaus recommended the purchase. He said he had a patent for them, and had sold them for more. We chaffered with him some time in regard to the price. I do not know whether or not anybody else had the right to manufacture them.

Question. How have prices been for purchases made by the bureau and those made by the navy agents?

Answer. I do not know that you can make a comparison, because the bureau purchases are principally those of machinery, and the purchases of navy agents are upon requisitions of the commandants; and whether the prices are high or low depends upon the authorities at the navy yard, who determine that question.

Question. Do you know of requisitions having been made upon the navy agent by the commandant of the yard, and the articles at the same time ordered by some one else, and the bill sent to the agent to pay?

Answer. I do not recollect now of any such instances, but they may have occurred.

Question. Do you not know that that was the fact in regard to the crank for the steamer Cambridge, ordered of Lazelle & Perkins, of Bridgewater?

Answer. I can tell you the whole story about that crank, as far as I know anything about it. It does not belong to my bureau, and is not a concern coming properly under it. It appears that the Cambridge broke her shaft, and

another shaft was ordered by the chief of the Bureau of Construction for the chief of the Bureau of Engineering, who was absent. The order was to have the shaft made forthwith.

Question. To whom was the order given?

Answer. Lazelle, Perkins & Co. It appears the shaft was made forthwith and sent to the vessel, and the bill for the shaft was sent to the navy agent for payment, having been approved by the commandant of the yard, as I suppose. I never saw the bill. The navy agent put it in his drawer, and kept it there for about three months. The manufacturers, Lazelle, Perkins & Co., wrote a letter to me, stating that that bill had been withheld by the navy agent; that they had called upon the navy agent for the payment, and that he informed them that he had not the bill. The man that called, the representative of the firm, said the bill was there for payment. The man said the agent hunted around, and at last found the bill. The agent said, "I am not going to pay this bill, the order did not go through me." This firm wrote a letter to me, and asked me how they were to get the money. I sent the letter over to the Bureau of Engineering, and they said the navy agents were my concern, and told me I must inquire about it. So I wrote a letter to the navy agent. The navy agent said that the requisition did not come to him except with the bill, and he did not order the machine, and then he said it was charged at a high price. That letter from the navy agent I sent to Lazelle & Perkins for explanation. They said, in explanation, that the shaft was ordered to be completed forthwith; that they took a very important work out of their biggest lathe for this shaft, and put it into the lathe and turned it as quick as possible, and sent it off; that they worked night and day; and that their charge was a proper one, or something to that effect. Then I sent that letter to the navy agent; and he went around amongst manufacturers in Boston and got their prices, to see what they would have charged for the shaft. I never saw the bill. He got the prices of the manufacturers in Boston; and he said the price charged was higher than they would charge. I then sent the bill to Lazelle & Perkins, and told them to make such reduction as was proper. They wrote back and stated the circumstances: that they had worked night and day, &c. One of the parties in Boston—Curtis, I think—had stated to the navy agent that he would make the shaft for so many cents a pound, thirty-nine or forty cents. Lazelle & Perkins, in their reply, said it was very strange that a party who offered to make the shaft for thirty-nine or forty cents a pound was having a shaft made at their establishment then, in ordinary time, at fifty cents a pound; that they worked day and night, and took a piece of work out of their big lathe for the purpose of having this shaft made, and despatched it at once. I then gave the letter to the chief of the Engineering Bureau, and told him he must settle it himself. It was not my business to pay the bill.

Question. Was it paid?

Answer. It is not paid yet, that I know of. I do not think it is, because it is only two or three days since I told the engineer he must settle the bill himself.

Question. Was the price that Lazelle, Perkins & Co. charged for it nearly double what it could have been had at at other manufactories?

Answer. I think not. I do not know what the price was. I repeat I never saw the bill.

Question. In your letter, did you censure the navy agent for not paying it?

Answer. No, sir. I censured him for holding the bill without reporting the case to the commandant or the authorities of the department. He considered that he ought to be commended for his conduct. I told him that I passed no censure on him for his objecting to pay the bill on account of the price, but commended him for that, because it was proper, when objection was made to a high price, that the matter should be reported to the bureau or the authorities; but I did

intend to censure him for putting that bill into his drawer and keeping it there three months without reporting the case to the commandant of the yard or to the bureau.

Question. How many futtock saw-mills have you bought since this administration commenced?

Answer. Two.

Question. Where were they put up?

Answer. At Portsmouth and at Boston.

Question. Were they, or either of them, recommended by the constructors?

Answer. Yes, sir.

Question. Was the one at Charlestown recommended by the constructor there?

Answer. I think so.

Question. In writing or verbally?

Answer. Verbally.

Question. How about the one at Portsmouth?

Answer. That was recommended too.

Question. In writing or verbally?

Answer. I do not remember, but I think it was in writing.

Question. What did you pay for them?

Answer. Ten thousand dollars each.

Question. To whom did you pay the money?

Answer. To the manufacturer, Mr. Hamilton, the patentee, or to Hamilton & Schuyler. We paid precisely the amount appropriated by Congress. Congress appropriated that money. The mill for Boston was not put into the estimates till after the general estimates were made up; that for Portsmouth was in estimates accompanying the public documents. I did not care about purchasing the mill, but the purchase was urged upon me; and in letters from New York, where the mill was put up several years ago, the constructor stated that his mill saved the services of twenty men a day.

Question. Who urged upon you the purchase of that one at Charlestown?

Answer. The people at the yard.

Question. Was there an appropriation for it?

Answer. Of course. How you could you build it without? There was an appropriation by Congress of $10,000 for a futtock saw-mill at Boston, and another at Portsmouth, New Hampshire. The committee questioned me about it, and I told them I did not care whether they had the mill or not.

Question. Was this money paid to Hamilton in person?

Answer. It was paid to Schuyler & Hamilton, I suppose, in person. They could not get it without going to the navy agent and obtaining the money themselves. I hardly think they have got all the money yet. They may have got the money for the Boston mill; I do not think they have for the Portsmouth one, because it takes some time now to get a payment through the treasury.

Question. What is Hamilton's first name?

Answer. I do not know; I forget.

Question. In your answer to Smith's pamphlet, you state that you have seen no evidence of any tampering with the bids for supplies. How is that? Have you seen or not any evidence of tampering with the bids for contracts?

Answer. I have not seen any. I had some trouble in regard to the last bids that were opened. I was very specific in the advertisement to say that I would receive no bids after the time. People had been in the habit of bringing in their bids in person, and the day before the last bids were opened a flood came and carried away the bridges between here and Baltimore. Many of the parties got as far as Baltimore and telegraphed me the condition of things, and I determined to receive their bids if they brought them as soon as the cars arrived.

Question. In regard to the futtock saw-mills, do you know of anybody interested in them besides Hamilton & Schuyler?

Answer. No, sir.

Question. Do you know anybody that employed Hamilton, or superintended the putting them up?

Answer. He was there himself. He is a very old man, I suppose eighty years old, and he put them up himself, as I believe.

Question. Was there any specification as to what sort of mills they should be?

Answer. Certainly there was.

Question. Where was that?

Answer. In the contract. The mills were to be like that in New York, which we had proved, and to perform all the work that that did.

Question. Did you advance any money to Hamilton?

Answer. Certainly not. I have been fifty-five years in the navy, and on the 1st of June next I shall have been eighteen years chief of a bureau, and I have never been interested in or connected with, nor, to my knowledge, have other persons been interested in, any transaction that I have had with any party by contract or open purchase. It is a very common thing for a contract to be sold. You cannot help it; but they are always sold in this way, that the bills must be made out in the contractor's name, and if he gives a power to another man to receive the money, it is paid to the attorney. The contract system has always been bad. My reports show that I have been trying to break it up for the last eight or ten years. It is a very bad system. If you cannot get agents competent and honest enough to make your purchases on the best terms, you cannot get them on the best terms.

Question. You speak of having received some bids after the time fixed when there was a freshet. Have you received other bids after the time expired? When you advertised for ships, did you receive bids after the time?

Answer. I have never advertised for ships but once.

Question. When was that?

Answer. After the first appropriation for iron-clads was made, which I took a great deal of interest in getting made, I conversed with people on the subject. I thought it necessary that we should be doing something whilst they were doing so much on the other side of the water. When the appropriation for the first iron-clad vessels was made by Congress, the law required the Secretary of the Navy to advertise for bids and to appoint three skilful naval officers to examine the bids, and upon their recommendation he was authorized to make a contract. Under that law he told me to put out an advertisement, which I did, and he told me, moreover, that I should be put on the committee as chairman. I begged to be excused, as I did not know much about iron-clads; but I was put on the committee and we received, I think, twenty-two offers for building iron-clad vessels. Amongst all of them we selected three as different kinds for experiments.

Question. Did you receive any of those bids after the time?

Answer. I do not think we did, but I do not remember exactly.

Question. Have you been in the habit of receiving bids after the time?

Answer. No, sir. The only instance of it I told you, where the providence of God carried away the bridges. That was the last year's advertisement.

Question. Do you know how any of the futtock machines have been sold, independent of the mill—the patent right, or the machines?

Answer. I do not know.

Testimony of George R. Wilson.

APRIL 30, 1864.

GEORGE R. WILSON sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. Do you know of any files being offered at the Washington navy yard by Mr. Savage which you rejected as imperfect, and did one of the firm of Smith Brothers & Co. go to the yard to see why said files were not received? If yea, please state what occurred, what was said, and what disposition was made with those files.

Answer. There was a lot of files delivered at the yard by Joseph L. Savage—a lot of Whipple files. I examined the files and rejected them as being an inferior quality. After I rejected them, Mr. Savage came to the yard to know the objection, and I tried to explain it to him, but he did not understand the nature of files generally. Mr. Savage told me these files were received in all the other yards, under his and other contracts, and the party that furnished these files to him furnished them with the understanding that they should pass. About ten days, perhaps, after I rejected the files, a young gentleman came there with Mr. Savage, who said he was one of the firm that furnished those files. I showed him the defects of the files in two or three different cases, and he acknowledged the defects, and said that he was sorry that such files had ever come there, that he never intended such files to come to this yard, and appeared to be very well satisfied that the files were rejected. The files were taken from the yard, and I know nothing more of them.

By Mr. Hale:

Question. Do you know who was the young man that came with Savage?

Answer. I do not. His name was given to me, but I disremember it now.

Question. Do you know whether any one of the firm of Smith Brothers & Co. was ever there?

Answer. I do not. I do not know any member of that firm. He might have been one of the firm, but I do not know. Mr. Savage told me he was one of the firm that furnished those files to him. I disremember whether he told me that he was of the firm of Smith Brothers & Co. or not.

Testimony of A. B. Farwell.

APRIL 30, 1864.

A. B. FARWELL recalled and examined.

Questions proposed by request of the Secretary of the Navy:

Question. Have you with you the bids for supplies opened on the 22d day of February last, and the schedule made at the time?

Answer. I have.

Question. Did you assist at the opening?

Answer. I did.

Question. Were any of the bids scratched and altered? If so, exhibit some of them to the committee, with such suggestions as occur to you.

Answer. Very many of them were altered. Here is a bid of Lockwood & Collins, opened February 22, under the advertisement of January 23, 1864, upon which they got a contract. This is scratched, as the bids have been heretofore. Lockwood & Collins got one class, 10, only. Here is the bid of Joseph W. Duryee for class eleven. Mr. Duryee does not get any contract; but

although he is an unsuccessful bidder, the writings and figures have both been changed from $56,500 to $55,900, and the change is in a different handwriting from all the other writing in the bid, and it is precisely as it came into the bureau, and as it was when it was opened. In the bids of Trickey & Jewett, under the same advertisement, there are inaccuracies in their aggregates amounting to a little rising $6,000 in the whole. The amount of their whole proposals was about $200,000. The next bid I want to exhibit is the bid of William A. Wheeler. The footings in that were inaccurate. At the time we opened the scale it looked as though Mr. Wheeler had eight or ten classes, but when the proper footings were made he lost every class but one class of $600. There are very many mutilated figures in that bid, but they are now precisely as they were when received. Most of these bids were brought in on the day of the opening; there were but two or three sent forward by mail; and hence we know that in this case they are as they were received. In correcting our scale this year we took the precaution not to change in the scale any of the figures to make them correspond with the aggregate footing of the bids, but let the figures stand on the scale precisely as they were put down at the opening, but made the corrections in red ink immediately on the scale. In this exhibit which I now present, you will see the alterations in red ink all the way through. There is one bid carried up from $66,000 to $87,000; another from $19,000 to $26,000; another from $26,000 to $29,000; another from $29,000 to $31,000; and so on. These alterations were made on all the scales, you observe.

Question. Did any of the bidders make a variation in price for the same article delivered at different yards? If so, show them to the committee.

Answer. There are many of the bidders for the same articles who differ in prices at different yards. Trickey & Jewett for white pine logs bid $30 a cubic foot at Charlestown, and $35 at Kittery. John A. Robinson bid for white oak plank stock logs 50 cents a cubic foot at Brooklyn, and for the same article at Charlestown 60 cents a cubic foot. The quantity was 100,000 feet in each case. William A. Wheeler charges 20 cents a pound for pig lead at Washington, and at Philadelphia 15 cents a pound.

Mr. HALE. I see that one of those is called "Missouri lead," and the other simply "pig lead." They are not described as the same article.

The witness. There are 30,000 pounds of pig lead at Philadelphia, and the other is called Missouri pig lead at Washington. Wheeler charges 17 cents a pound for beef tallow at Philadelphia and 16 cents at Charlestown. I only brought down about half a dozen of these bids; I supposed only the scratched ones were wanted. These are all the instances I notice among the bids I have brought with me; perhaps if I were to go through all the long list of articles in these bids I might find others. There would be a slight difference naturally from the expense of delivering at different yards.

Question. Have you an opinion as to how much additional it would cost the government, at one or more of the yards, to reject the scratched or altered bids, and accept the lowest clear bids?

Answer. At the Kittery yard it would be a loss to the government to reject the scratched bids of $21,600 under this opening of February 22, according to my verification. That is the only yard that I have made an estimate of in that respect. Now I want to state the difference for the same article at the same yard between the highest bidder and the lowest bidder, showing the variety of opinion that existed as to what people could supply these articles for, as it relates particularly to the testimony given by Mr. Smith, where he says that some prices were very extraordinary; that it was very singular men should bid so high where public competition was invited, if you will allow me to put that in.

Mr. HALE. Certainly.

The witness. I will take class 1, at Kittery. The highest bid is $39,000, by Wesley Smith, who was an old lumber dealer, and the lowest by Trickey &

Jewett, well known lumber dealers, $20,250—a difference of $19,000. For class 3, the highest bid is $47,000, by Barker, a New York lumber dealer, and the lowest bidders, Trickey & Jewett, $27,050, making a difference in round numbers of $20,000. For class 6 the highest bid is $80,000, by Wesley Smith, and the lowest is $19,600, by William M. Shakspeare, of Smyrna, Delaware, who had to do with furnishing the government lumber for twenty years. The difference there is $60,400. At Charlestown the highest bid for class 1 was $130,000, by Wesley Smith, and the lowest, under which the contract was awarded to Robinson, $60,000, making a difference of $70,000. For class 4, the highest bid was $36,000, by Wesley Smith, and the lowest $20,400, by Freeman Orne, and for class 6 at the same yard the highest bid was $140,000, by Freeman Orne, and the lowest $94,000, by Shakspeare, making a difference of $46,000. At the Brooklyn yard for class 1 the highest bid was by C. A. L. Blanchard, at $160,000. I do not know personally who he was; I know he is a man who has frequently bid for lumber at our bureau. The lowest bid was $50,000 by John A. Robinson, to whom the contract was awarded, and who is vouched for by Mr. Davis and other members of Congress from New York. There is a difference of 110,000. For class 6 at the same yard the highest bid is $180,000, by Blanchard, and the lowest $50,000, by William M. Shakspeare. There is a difference of $130,000. I think these instances are sufficient to show what I propose to show, that people bid quite high where there are a good many competitors, as where there is but a single party.

Question. What is the difference in price and in the aggregate between the lowest bidders for some articles and the next lowest bidders?

Answer. In some of them there is not more than 10 cents difference in a bid of $20,000. Very many of them are ties, and have to be decided by lot. I have before me the bids for class 11, where the bid of Trickey & Jewett was $11,250, of H. V. D. Barker $11,500, and another bid for $10,740. Here are the bids for whale oil, class 44, at Charlestown. The aggregate of Edwin L. Brady was $14,000, and of Lockwood & Collins $14,000.

Question. What do you know of these bidders; are they reliable men or dealers in the articles?

Answer. I think the names of the parties that I have given here generally, if the allusion is to those spoken of, are dealers in the articles. Trickey & Jewett, Wesley Smith, Freeman Orne, Lockwood & Collins, and John A. Robinson are certainly dealers in the articles, because they all have had contracts with the bureau.

Question. Do you believe that alterations of the bids, after they were opened, have ever been made in your bureau; do you consider it possible that alterations could be made without being detected?

Answer. I have no idea that alterations have ever been made in any bids that we received at our bureau. I cannot see how any alteration could possibly be made without detection, from the fact that they are all opened and examined quite closely by Mr. Lenthall and then they are verified by three separate clerks, one clerk verifying it and passing it to the next, and the second man passing it to the third, and they are not permitted now to go out of the hands of the clerks until the verification is made to agree by the three.

Question. Did any one have access to the bids before they were opened, except the chief?

Answer. Not one but the chief.

By Mr. Hale:

Question. State how and where the bids were received and kept in your bureau prior to the opening—I do not mean the opening of this year, but the opening of 1863?

Answer. I do not know where they were kept prior to the opening. The

bids are brought up by the messenger and passed to the chief of the bureau, and he sorts them out. They are always marked on the back, "Proposals for materials for the navy," and the messenger passes them to the chief, and where he puts them none of us know.

Question. Are they indorsed with the class and the yard they are for?

Answer. No, sir, not in our bureau. I believe that applies only to the Bureau of Yards and Docks.

Question. Then they were not marked?

Answer. None of them were marked in our bureau for the classes, and it is very seldom that it is said on the envelope what yard they are for.

Mr. HALE. That is all.

The witness. I should like to make a statement in regard to a comparison instituted by Smith Brothers & Co. in their pamphlet, and in their testimony, in regard to the price of ash oars, as contracted for at Portsmouth and Washington. They were contracted for at about six cents apiece at Portsmouth, and about twenty cents apiece at Washington. That is my recollection. I do not now mean to say that that is the exact price, but I think that is it. They introduced that into their testimony and into the pamphlet, as showing a great discrepancy in prices. The fact is, that at Washington they were to be finished oars; at Portsmouth they were simply rafters split out and unfinished, just as they were split out of the wood, enough for an oar. At Portsmouth, even at six cents for unfinished oars, Mr. Vaughan, who is the contractor there, has written to be relieved from his contract, as it would be exceedingly burdensome for him to be obliged to fill it out at that price, being so much under what the article is worth. This shows that there is not a loss to the government of the difference between twenty and six cents, but it is a loss to Mr. Vaughan if he is compelled to fill his contract.

Another thing: Mr. Smith speaks in his testimony, and in the pamphlet, of the extraordinary difference between the price of glass at Brooklyn and Washington. The schedule for Washington, on which the bids were made and the contracts awarded, says that the glass here is to be double thick first quality Baltimore glass, while there is nothing of the kind said at Brooklyn, and they are different articles. I refer to this simply to show that the pamphlet and the testimony do not appear to have that generous disposition to do exact justice to both sides that we should have been glad to see.

There is another thing. Mr. Smith says in his testimony that certain brass screws which were contracted for at seventy-five cents, should have been only sixty-eight cents, and that sixty-eight cents was a fair market price. An examination of our purchases from him, at the very time he made that estimate, shows that we were paying him in open market precisely seventy-five cents a pound for the same article which he says was only worth sixty-eight cents a pound. He takes the contracts with our bureau and compares them with what he calls the market prices for which he would furnish the same articles. He makes that comparison between our contract price and the market price where his market price is lower than the lowest competitor for the same article; but where he finds an article at one yard bid for at one dollar and twenty-five cents, for example, and at twenty-five cents at another yard, he then abandons his fair market price and takes the lowest price at one yard and compares it with the highest at another, and says that the loss to the government is the difference between the low price at one yard and the high price at another, and not the difference between the high price and the market price. He abandons the market price where it makes against him, and adheres to it where it makes for him.

By Mr. Hale:

Question. In all the examinations you have made of the bids opened on the 22d of February, 1864, amongst the errors and scratches which you have

noticed, have you found anywhere that there is a decimal alteration; for instance, where a bid was originally for thirty cents, and a decimal making it one hundred and thirty or two hundred and thirty—the addition of a figure in the left-hand column, by which the bid is decimally increased?

Answer. I do not discover any such thing. I find several instances where the price in the price column has been increased, but do not find any such alteration as the question would presuppose.

Testimony of John Lenthall.

APRIL 30, 1864.

JOHN LENTHALL, chief of the Bureau of Construction, sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. State how bids are received in your bureau, by whom, and how kept until opened.

Answer. All come in sealed envelopes. A large portion of them come by mail, and a considerable number are delivered in person; mostly in person on the last day, and the larger number of the bids that come by mail come on the last day. The messenger brings them from the post office and places them in my hands, and I lock them up.

Question. State particularly how and by whom opened, and in whose presence, and whether competitors have a right to inspect the bids while being opened.

Answer. I open them myself; I break the seals. The chief clerk is present and one of the other clerks. Formerly there was nobody else present; but latterly, within two or three years past, the bidders have been present, quite a number of them on all occasions. That has been since the present administration came in. Bidders, latterly, have occasionally asked to look at a particular bid, and I have then stopped the opening until they looked at it and handed it back.

Question. State whether you have noticed that bidders made memorandums of prices, &c., as they were called off.

Answer. Yes, sir. They have their little books. I have seen them noting the prices down.

Question. Do bidders sometimes copy entire bids at the time of opening?

Answer. I saw them copying quite lengthy extracts. I do not know whether they took the whole or not, but I saw them copying quite a number of articles, because I had sometimes to wait a few minutes for them to do it.

Question. At the time of opening the bids, have you noticed errors in computations, or figures that appeared to have been altered? Have you noted such errors at the time, and if so, how?

Answer. They have always come blotted—ever since I have known them to be opened. I notice errors in the simple figures as I read them off, running down the column slowly, and I generally mark them with a pencil, but that is merely to call the attention of the clerks to them when they come to revise them, to prevent them escaping their notice. In simple numbers it is easy to catch the multiplication.

Question. Do not nearly all the bids usually received appear to be scratched or altered?

Answer. No, sir, I should not think nearly all. There are quite a number, as I have noticed for the ten or twelve years I have been opening them.

Question. Are these alterations, in your opinion, made by the bidders prior to the bids being forwarded to the department?

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By Mr. Hale:

Question. In all the examinations you have made of the bids opened on the 22d of February, 1864, amongst the errors and scratches which you have

noticed, have you found anywhere that there is a decimal alteration; for instance, where a bid was originally for thirty cents, and a decimal making it one hundred and thirty or two hundred and thirty—the addition of a figure in the left-hand column, by which the bid is decimally increased?

Answer. I do not discover any such thing. I find several instances where the price in the price column has been increased, but do not find any such alteration as the question would presuppose.

Testimony of John Lenthall.

APRIL 30, 1864.

JOHN LENTHALL, chief of the Bureau of Construction, sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. State how bids are received in your bureau, by whom, and how kept until opened.

Answer. All come in sealed envelopes. A large portion of them come by mail, and a considerable number are delivered in person; mostly in person on the last day, and the larger number of the bids that come by mail come on the last day. The messenger brings them from the post office and places them in my hands, and I lock them up.

Question. State particularly how and by whom opened, and in whose presence, and whether competitors have a right to inspect the bids while being opened.

Answer. I open them myself; I break the seals. The chief clerk is present and one of the other clerks. Formerly there was nobody else present; but latterly, within two or three years past, the bidders have been present, quite a number of them on all occasions. That has been since the present administration came in. Bidders, latterly, have occasionally asked to look at a particular bid, and I have then stopped the opening until they looked at it and handed it back.

Question. State whether you have noticed that bidders made memorandums of prices, &c., as they were called off.

Answer. Yes, sir. They have their little books. I have seen them noting the prices down.

Question. Do bidders sometimes copy entire bids at the time of opening?

Answer. I saw them copying quite lengthy extracts. I do not know whether they took the whole or not, but I saw them copying quite a number of articles, because I had sometimes to wait a few minutes for them to do it.

Question. At the time of opening the bids, have you noticed errors in computations, or figures that appeared to have been altered? Have you noted such errors at the time, and if so, how?

Answer. They have always come blotted—ever since I have known them to be opened. I notice errors in the simple figures as I read them off, running down the column slowly, and I generally mark them with a pencil, but that is merely to call the attention of the clerks to them when they come to revise them, to prevent them escaping their notice. In simple numbers it is easy to catch the multiplication.

Question. Do not nearly all the bids usually received appear to be scratched or altered?

Answer. No, sir, I should not think nearly all. There are quite a number, as I have noticed for the ten or twelve years I have been opening them.

Question. Are these alterations, in your opinion, made by the bidders prior to the bids being forwarded to the department?

Answer. Certainly. I break the seals of the papers myself.

Question. Have you any reason to believe that alterations have been made after the bids have been received, and by persons attached to your bureau?

Answer. No, sir; I have not.

Question. Do you believe it possible for alterations to be made after the bids are received without your knowledge?

Answer. I scarcely think they could be made without my detecting it. I cannot positively say what might be done, but that is my impression.

Question. Were the bids opened in the presence of bidders prior to the commencement of the present administration?

Answer. No, sir.

Question. Did the present Secretary of the Navy give an order to have the openings public, prior to the passage of the present law?

Answer. Yes, sir.

Question. Are the calculations and extensions, made by the bidder, verified by the bureau?

Answer. Yes, sir; the clerks examine them afterwards.

Question. Are all the bids thus verified?

Answer. They are now, within the last two years. We formerly examined the two, three, or four lowest, as might appear to be required.

Question. Was it formerly the custom to verify all the bids received, or only a few with the lowest apparent aggregate?

Answer. We formerly examined the few of the lowest apparent aggregate.

Question. Who gave the order to verify all the bids?

Answer. I think, probably, the Secretary of the Navy, though I do not distinctly remember it. I presume such an order would have come from him.

Question. Are you ready to swear that, to the best of your knowledge and belief, having looked into the matter since the question has been started, no alterations of bids have been made in your bureau after they were received from the bidders?

Answer. I think I am, to the best of my knowledge.

By Mr. Hale:

Question. Was the order to permit bidders to be present when the bids were opened made until after you refused to allow them to be present, and they went to the Secretary of the Navy and got the order?

Answer. Formerly, as I stated, the bids were opened in the presence of but three parties, and I had no authority to admit anybody else. Of course, therefore, I declined to receive parties who made application to be present, and those parties who were strangers to me went to the Secretary, and I received an order to admit them. On former occasions parties had asked occasionally if they could be present, and I told them no, it was not the custom, and I, of course, declined to allow them to be present.

Question. Have you looked at your written answer to Smith Brothers & Company's pamphlet of late?

Answer. No, sir.

Question. Are you familiar with it?

Answer. I suppose that I am generally. At that time I looked at all the points.

Question. Do you wish to make any modifications of the statements contained in it?

Answer. No, sir; I am not aware of anything to be altered. I desired to state the facts as I knew them.

Question. Have you any knowledge or belief that any bidder, before his bid was put in, had any knowledge of the bids that were put in prior to him?

Answer. I cannot think it possible.

Testimony of Commodore J. B. Montgomery, United States navy.

APRIL 30, 1864.

Commodore J. B. MONTGOMERY, United States navy, sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. State what was the usual course pursued at the Charlestown navy yard of procuring inspections and receipting for articles for use or consumption at that yard whilst under your command. Was an inspector appointed at that yard; if yea, what was his name, his duties, and his office? Were any bills for goods in open purchase, sent by the navy agent to the yard, ever rejected on account of quality, quantity, or price? If so, answer as far as you know.

Answer. The inspection was conducted by the heads of the departments for which the articles were wanted. There was an inspector of timber, and no other general inspector that I know of. Then they were turned over to the different departments or to the storekeeper. Birket, I think, was the name of the inspector at the time. There was a person of that name there, and I think he was the inspector of timber. His duties were to inspect all articles coming within his sphere—timber, I think, it was principally—and to report their quality, quantity, &c., with a view to approval or rejection. These reports were made to the commandant in the printed forms, which they had to fill up, and were approved or rejected, according to the reports. Bills were frequently held back from my approval, and I believe some of them finally rejected, in consequence of being above the market price. They were held back by the person appointed for that purpose, a man by the name of Kimball. If the prices were above the reasonable market price, he would notify the navy agent of it, and they were either rejected finally or taken and corrected before they came to me, because the orders were not to send them to me without his signature, and he would not attach that unless they corresponded with the market price. Finding when I came there no person to examine the bills, I appointed Mr. Kimball, who was an acting master in the navy, and attached to the yard, to that situation, he being a business man whom I always found capable, and he was continued to his death for that reason. There were a number of bills frequently where the price was high, perhaps to a small or to a large amount, and he detained the bills sometimes a month before they were presented to me. There were some bills rejected and sent back, and in several instances they were altered to conform to the market price, and then they were passed to me, and I approved them. We were very particular in regard to the market prices.

Question. Who objected to the price of goods in open purchase when the price was thought to be too high?

Answer. They were taken from the storekeeper by Mr. Kimball. The orders passed to his hands with a view to examination, and if the price of any article was too high, he would notify the navy agent of it, and if it was not correct it was rejected and not sent to me at all. I ordered it not to be presented until he could attach his signature.

Question. Did Smith Brothers & Co., or either of their firm, or through their friends, apply to you to have the inspector removed? If yea, state who, when, where, and how such application was made?

Answer. Repeatedly; it was by Mr. Smith, one of the firm of Smith Brothers & Co., his initials I cannot give, but he was the person who seemed to be the active business member of the firm, and the only member of the firm with whom I had any intercourse while there. He came there repeatedly and impugned the conduct of Mr. Kimball on various occasions, with a view to his removal. He expressed it openly to me that he wanted him removed, as he had no confidence or reliance in him. I was referred, not by Smith, but by some one else,

who sought Kimball's removal, to the agent of a steamship company, I think the Fall River Line, for information respecting Kimball. I wrote to the company to know whether, in the course of its transactions with Kimball, who was employed to engage freight and various matters of that kind for the yard, if there was anything which would impugn his integrity in any degree, and the agent answered no; that his conduct in transacting business with him had always been such as to exempt him from all charges of that kind and then he stated a little incident; that on one occasion Mr. Kimball asked him whether anything was to be made by engaging freight, &c., and he told him no. I sent for Mr. Kimball, and showed him that statement, and he said that he went over by order of my predecessor, Captain Hudson, who had some suspicion of some unfair play on the part of others. This was before Kimball had the inspection of the bills in the yard. He was a man of uncommon business tact, and active and energetic. He said that he was sent over to put the question to the agent by Captain Hudson, with a view of ascertaining, if possible, whether there was unfair play in that matter by anybody. I sent for Mr. Hudson, the chief clerk, the son of Captain Hudson, and he said that he recollected the circumstance perfectly; that he was authorized to put the question to the agent with the view of ascertaining whether there was anything of that kind going on, which seemed to justify Kimball perfectly to my mind, and confirmed the statement of Mr. Kimball, that he was authorized to do this by Captain Hudson, the commandant.

Question. Were charges against the fidelity of the inspector made or preferred to you; and if yea, did you investigate them, and if so, what was the result?

Answer. I suppose that means Mr. Kimball, the inspector of bills. The charges brought by Mr. Smith against him were that he was not reliable; that he gave a great deal of unnecessary trouble to the inspectors, and there was also a charge of collusion with one person concerned in a bill. It was charged that in ascertaining the price he received something from him. I cannot state that perfectly, because it was a matter of incidental conversation; but Mr. Smith's object, as he told me expressly, was to remove Mr. Kimball. I investigated the charges. In one case, the case of a man who supplied emery paper, Smith presented notes to me stating that this person had informed him, or his brother, that Kimball had made improper proposals to him in regard to the emery paper. Kimball went up to this man and brought notes completely contradicting the statement of Mr. Smith, showing that nothing of the kind had ever occurred; that he had never told Mr. Smith anything of the sort. These notes I kept in my drawer while I was there. The result was that I was satisfied of his integrity, or I would not have kept him a moment. I have seen that gentleman since, in my office, in the Washington navy yard, as he was delivering emery paper at this yard. I mentioned the circumstance, and he said he was the person, and that Kimball had never made any improper proposals to him, and nothing had occurred between them which could attach anything improper to his conduct.

Question. When materials were sent to the yard by the navy agent, or work engaged by him for the government, have you ordered inquiry to be made into such prices; and if yea, what were the results?

Answer. In the case of the iron plating for the Monadnock, one hundred tons of that plating were given to Curtis's iron works, at East Boston, to prepare the plating for the side of the vessel, at six cents a pound. Mr. Kimball came to me after this work was in progress and informed me that there was a man who would do it for four cents a pound, by the name of Sylvester. I was not acquainted with any of these men, but found he could do so. It was reported to the government, and a commission was appointed to investigate the condition of the establishment, and if they were prepared to furnish this work, and make

arrangements to do it. The first board reported unfavorable; that he was not prepared, that he had not the machinery, and that it would take a long time to be in readiness to furnish these plates, &c. I appointed a commission afterwards, other statements being made confirmatory of his ability to perform the work, and they reported favorably. I then made for the remaining 500 tons, I think, to be done, a contract with him. Mr. Alger, and other persons of equal character and means, sent over word to me that they would stand his guarantees for the faithful and timely performance of the work, in any amount, in the amount of $100,000, if I wished it. I made a contract with him for the remaining 500 tons, which had not been placed in the hands of Curtis, but would otherwise have followed the first 100 tons. He furnished the plates long before they were wanted, and never was a complaint made that I know of. For that transaction we are indebted to Kimball. I take no credit to myself for doing it. I give it to Kimball, who gave me the information and put me in the way of doing it. I made the contract with Sylvester, took guarantees in the amount of $20,000; Mr. Alger headed the securities; and he performed the work long before it was wanted, at four cents a pound, and that was an amount which could be easily calculated; it was a large amount saved on one article. I do not recollect any other instances of inquiries of that kind in regard to the navy agent's purchases. Kimball seemed to be very busy to watch the public interests.

Question. Do you know that there has been any conniving between contractors or their agents, with master-workmen or others, to obtain orders for articles not on contract, or differing in size or dimensions from those under contract, with a view to have them bought in open market?

Answer. I can state no instance. I may have suspicions, but I know no instance of that kind which I can state as a fact. I have no data for a statement of that kind.

Question. Have articles been delivered in excess of contract quantities at high prices, when such excess could have been purchased in open market much cheaper? If yea, who required them, who ordered them, and by whom were they delivered?

Answer. I believe there were some instances of that kind, but I cannot state them particularly, or to what amount or quantity. I am satisfied that articles in excess of the contract amount were delivered at contract prices; whether at higher prices than could be purchased for in open market I cannot say positively.

Question. Are not bidders in the printed advertisements required to call upon the commandants of yards for a full description, in writing, of articles when they were in doubt as to the precise quantity and quality of articles named in the schedule?

Answer. That is very frequently done. They call for information, and contracts are furnished us, and they can look at them.

Question. Have you ever examined the schedule for contracts and the quantities delivered under them, to see whether large quantities at the higher prices, and small quantities, or none at all, of the low or nominal prices have been required; and when that has been the case, have you investigated into the causes why the master-workmen scheduled for such quantities and such articles and never required them? And how do you account for such requisitions and such deliveries?

Answer. I have sometimes referred to the schedules. They have been brought to me for the purpose of inquiry into these things, but not very frequently. There has been no great necessity for it. I was a little more than a year at Boston, and these schedules would embrace parts of two years. These schedules have been referred to with the view to ascertain the quantity on

hand. I have done it for my own information when requisitions have come in in several instances; not very frequently.

Question. What is your opinion of the operation of the law and the manner of supplying articles for the navy under it, and what remedies would you suggest to correct abuses?

Answer. I have not reflected much on that subject. I think there is a great deal of abuse in contracts. I think if contracts were always given to persons who were in the business, who properly supplied or usually supplied articles required of them, a great deal of abuse would be prevented. Contracts are given to persons who are not in the business, who have not the articles required. If I had time to reflect upon it, perhaps I might give some views on the subject.

Question. Have not the Bureau of Yards and Docks and the Bureau of Construction directed the commandant to call for all the low-priced or nominal-priced articles on contract when they could be used, and have Smith Brothers & Co. remonstrated against calling for so many low-priced articles, and what has been the result?

Answer. There has been one or two instances, I think not more than one instance, of an order of that kind being given while I was at Boston. I have had no such order since I came here, but there may have been such orders on the files. I do not know of any remonstrance of Smith Brothers & Co. on that point. They made no remonstrance to me that I recollect.

Testimony of Matthew H. Merriam.

MAY 2, 1864.

MATTHEW H. MERRIAM sworn and examined.

By Mr. Hale:

Question. What is your official position?

Answer. I am master machinist at the Charlestown navy yard.

Question. State what you know about the purchase of some oil there last year.

Answer. Nearly a year ago I was called upon by the storekeeper to inspect a quantity of oil delivered by H. D. Stover for sperm oil. I examined the oil and found that it was very highly adulterated, and I rejected it as not according to the contract. My impression is, that the quantity was about two thousand gallons—not far from that. In the course of six weeks or two months after I rejected that oil, a naval engineer was assigned to the head of my department whose duty it became to inspect the oil. Since that time, in obtaining oil from the store, I have received for sperm oil oil of precisely the same character as that which I rejected. The oil was tested by the usual tests of taste and smell, and also by instruments.

Question. Who was the naval engineer who was put in that place?

Answer. Chief Engineer Wm. W. W. Wood, U. S. N.

Question. Do you know anything about files?

Answer. In the fall of the same year that I rejected the oil, (perhaps in August or September, as near as I can remember the time,) I made a requisition for a considerable quantity of files for use in my department. There were sent to me from the store a quantity of files bearing the packages and the files trade-marks of Pemberton and Sheffield, which are the trade-marks of the Whipple File Manufacturing Company, and known to the trade as indicative of second or third qualities of their manufacture. I returned those files to the storekeeper, inasmuch as I was not the inspector of them, and had no right to reject them; I sent them back, and informed the storekeeper that I could not use such files. Shortly

after that the commandant of the yard, Commodore J. B. Montgomery, called me to his office and showed me a letter from Mr. Stover complaining of my action in regard to the files which he put in, and asking him to have the matter referred to some competent person. The commandant wanted my explanation of my course, which I gave to him verbally, and he then requested me to make it in writing, which I did. He informed me that my letter, with Stover's, was referred to the engineer. I waited for some little time, and not hearing anything about the files, I again applied to the commandant to know what should be done. Mr. Wood meanwhile had gone to New York on special duty, and he was telegraphed to know if the files were to be accepted. First Assistant Engineer G. V. N. Tower, acting in Mr. Wood's absence, informed me that a reply had been received that they were to be accepted.

I did not, however, draw the files from the store, but still waited, not knowing what course I ought to pursue. I then made a written application to the commandant to know what I should do for files. The commandant replied to me in writing, that Mr. Wood had examined the files, and they were accepted and must be used. On the receipt of this note from the commandant, I immediately went to his office, and told him that I believed there must be some misapprehension in regard to Mr. Wood's decision relative to the files; that their inferior quality was so apparent that it did not require an expert to discriminate; and by reason of my explanation to him of the facts, he referred me to the engineer. I went to Assistant Engineer Tower, acting for the chief in his absence, and told him that I was sent to him by the commandant to confer with him in regard to the files. We went to the store where the files were, and I called his attention to the defects; showed them to him; explained to him that the trade-marks were those of second and third qualities of the Whipple File Manufacturing Company, which at best were not regarded so good as those required by the contract. He admitted the defects in the files, but said that Mr. Wood had passed them, and he did not want to take back what he had said; that he had got a letter from him, and wanted him to get him (Wood) out of the scrape; that was his remark; and that it would be important to him to be efficient in getting him out of it, inasmuch as it would affect favorably his chances for promotion to chief engineer; and he urged me to receive the files, guaranteeing that all supplies after that should be of good quality. I objected. I was asked to receive a small portion of them, a few dozen. I objected to that. Finally, we separated without coming to any arrangement—any definite disposition of the files—and I waited for some three or four weeks perhaps, when the necessities of my department became so imperative that I wrote a note to the commandant, informing him that unless files were received in the course of that day I should be obliged to suspend 80 men from work. The files were received that day, and the men were kept at work. In going to the store on two or three occasions since then, the same kind of files which I rejected were lying there, but apparently diminishing in size. I did not count them. I have no positive knowledge that any of them have been used. I have not seen any of them about for some months now. None of them were furnished to me, because I make a personal examination of oil, files, iron, and all the articles of consumption which I receive for my department.

The following questions are proposed to Mr. Merriam, by the request of the Navy Department:

Question. What is your occupation, and where employed?

Answer. I am master machinist, employed at the Charlestown navy yard.

Question. Are you a steam engineer, and have you made engines and run them? If so, where and when?

Answer. I have made steam engines, and worked upon them as a journeyman; and I have designed and superintended the construction of steam engines.

I have done it on several occasions—at Newburyport, at Boston, and at Portsmouth, New Hampshire, where I have run engines. I have been engaged in that business for the past twenty years.

Question. Have you examined, inspected, and passed or rejected articles procured for use in your department?

Answer. I have.

Question. What party or firm has delivered the largest number of articles in your department under contract, and in open purchase?

Answer. That I am unable to say; I have no means of knowing.

Question. What is the relative cost of articles in open purchase and under contract which you have inspected?

Answer. That I am unable to say, because I do not have the contract prices, unless I learn them accidentally.

Question. Have you rejected any articles on account of high price in open purchase? If yea, by whom delivered?

Answer. I have not, that I recollect.

Question. Are you now, or have you been within the last three years, concerned or connected with any party in carrying on business of any kind outside of the yard? If yea, with whom, what is the business, and where located, and the annual profits returned to the assessor of internal revenue?

Answer. I have a proprietary interest in the manufacture of patent-leather shoe binding, jointly with E. L. Norton. The business is located in Charlestown. The annual profits I am unable to state.

Question. Have any contractors for articles in your line inquired of you the kind, quality, and quantities of goods you proposed to schedule for, or probably would require in open purchase? If so, who and when?

Answer. I do not remember any such inquiries being made of me.

Question. Have parties or persons inquired if you would not want articles of any kind before you had made requisitions for them?

Answer. I do not recollect any such case.

Question. When inspecting goods, did you see them weighed, counted, or measured?

Answer. Not always.

Question. When you scheduled for articles to be advertised and contracted for, or made requisitions for goods to be bought in open market, did you consult any persons? If so, whom?

Answer. I have not consulted persons in regard to those subjects.

Question. Whose manufacture of files were delivered in the largest quantities under Smith Brothers & Co.'s contract, or by them in open purchase?

Answer. The largest quantities of files received from Smith Brothers were of English manufacturers; the names of the manufacturers I do not now precisely recollect, as they were from several, but most of them known to the trade.

Question. Did you consider them the best quality of files?

Answer. I did.

Question. Are you connected by marriage or otherwise with the navy agent, Mr. Norton, or either of the firm of Smith Brothers & Co., or either of their employés?

Answer. I am not.

Question. Were you informed by any workmen in the navy yard, or did you know of the intention of the men to strike for higher wages? If yea, who spoke to you on the subject, and what did you advise or say?

Answer. I recollect of only one occasion of that kind, which was a strike among the boiler-makers. Who the parties were that informed me I do not recollect, but those who I learned were the leaders were immediately discharged.

Question. Are you an alderman of the city of Charlestown? If yea, have your

duties as alderman ever called you, or have you been, out in that duty during working hours in the yard?

Answer. I am an alderman of the city of Charlestown. I think I have been out on two occasions during working hours to attend funerals, and that is all the absence I recollect.

Question. In your official capacity you have been called upon to prepare schedules of articles required in your department of the yard, have you not?

Answer. I have.

Question. Have you ever intimated to any person that certain articles of a class were likely to be required in large quantities, and that other articles of a class would only be required in small quantities?

Answer. I have not.

Question. You are a manufacturer doing business under the firm name of Merriam & Norton, are you not?

Answer. I am.

Question. Who is the purchasing agent of this firm?

Answer. Messrs. Sewell and Withington.

Question. Does that agent purchase most of the articles required for the firm of one person, or does he go into the market and purchase from regular dealers at the lowest market price?

Answer. I believe they purchase very largely from particular individuals, although their practice is to buy the goods wherever they can buy them to the best advantage.

Question. What proportion of all the open purchases for the Charlestown navy yard, not including ordnance, should you think were made of Smith Brothers? Give a guess, if you cannot hit it very near.

Answer. It is impossible for me to give any sort of opinion, for I have no means of knowing anything about it.

Question. Is it customary for the large manufacturing establishments that have been so successful in New England to give out the purchase of all kinds of articles required to one firm; or do they, as a general thing, go to regular dealers in each article as they are required?

Answer. I should think they generally applied to regular dealers.

Question. In your opinion, why does the navy agent give so large a number of open purchases to Smith Brothers?

Answer. I am not aware of the fact that he does or does not give a large portion of the purchases to Smith Brothers, and therefore I can give no opinion as to his reason for doing what the question supposes him to do.

Question. Do you consider this plan of the navy agent at Boston, giving most of the open purchases to Smith Brothers, as the most economical you can think of for the government?

Answer. Without admitting or denying (from want of knoweledge) that there is any such plan, it seems to me that that plan is best which secures the best articles at the lowest price, whether it be of one firm or another.

Question. Smith Brothers have very frequently taken contracts like this:

A certain kind of iron.....$36 per ton.
Another kind of iron..... 1 per ton.

What was the object of such a bid?

Answer. Under the old system of contracts, the object of those bids is very apparent, because a person acquainted with the usual consumption of articles in similar arts would be enabled to judge that more articles of one kind would be required than of other, and in order to obtain a contract in competition with the practices heretofore exercised, it was necessary to make the bids in that way.

Question. It has been found that requisitions from the navy yard were for very large quantities of the iron at $36 per ton, but no requisitions for that at

one dollar per ton ($20 per ton being about the market price.) Can you explain this?

Answer. I cannot. I can only say that requisitions from my department have been for those articles actually wanted for use.

Question. As you admit that you prepared the schedules of articles wanted, you are certain you never conversed with Mr. Smith so as to indicate to him that iron at $36 per ton would be required in great quantities, and none at $1 per ton?

Answer. I am sure that I did not communicate any such information to him.

Question. How could Smith Brothers know so invariably, as is shown by their deliveries, that the high-priced articles would be required in large quantities, and the low-priced not at all?

Answer. I do not know, unless from the knowledge which a dealer in such articles would have of the usual wants of the trades, and an examination of the contracts and supplies as they had been executed heretofore.

Question. Have you written to any senator or member of Congress urging and demanding that the investigation under Colonel Olcott, ordered by the Navy Department, in Boston, should be discontinued? If yea, explain your reasons for such a course.

Answer. I have written to a member of Congress respecting that examination, because I thought I had reason to believe that by it all parties might not be fairly dealt with.

Question. Has any employé in your department who gave evidence to Colonel Olcott, left the yard? If yea, for what reason.

Answer. One such employé has left the yard; for what reason I do not know.

Question. Have you in any manner done or said anything to discountenance any person in the navy yard from giving any evidence to Colonel Olcott? If yea, what are your reasons for so doing?

Answer. I do not know that I have done anything to discountenance the giving of testimony before him. I very willingly gave my own, and freely imparted information to his agents.

Question. Do you know or have you heard of any person outside or inside of the yard having received any fee, or reward, or present, or emolument of any kind, other than his salary, for transacting any business for or with the government?

Answer. I do not.

Testimony of B. F. Isherwood.

MAY 3, 1864.

B. F. ISHERWOOD, chief of the Bureau of Steam Engineering, sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. State how bids are received in your bureau, by whom, and how kept until opened.

Answer. Since the Bureau of Steam Engineering has been organized there have been but three lettings of contracts. The first was very small, few in number. I do not recollect the date. At the second letting the bids came by mail mostly, and as fast as they came they were sent up into a large safe in the Secretary's office, and there they were locked up and kept until the hour of opening, when they were sent down. In the case of the last letting there were only four or possibly five bids that came by mail, and those came within

the last day or two. All the other bids were delivered in person by the bidders or by their agents at the hour of opening.

Question. State particularly how and by whom opened, and in whose presence; and whether competitors have a right to inspect the bids while being opened.

Answer. They were all opened in the presence of myself, the chief clerk of the bureau, and another clerk from one of the other bureaus. The bidders have in all cases been present that chose to be; there has generally been a room full of them, and they have inspected the bids as they were being opened.

Question. State whether you have noticed that bidders made memorandums of prices, &c., as they were called for. Do bidders sometimes copy entire bids at the time of opening?

Answer. There are generally four or five, sometimes more, who have their notes and make memoranda. I do not know what memoranda they make, but they make memoranda of whatever they choose that goes on, and I believe that many of them take a memorandum of all the bids.

Question. At the time of opening bids have you noticed errors in computations or figures that appeared to have been altered? Have you noticed such errors at the time; and if so, how?

Answer. Occasionally I have noticed errors in computation in the bids, but at the opening we do not carry out multiplications.

Question. Do not nearly all the bids usually received appear to be scratched or altered?

Answer. I cannot say that nearly all do, but a very large number are blotted and scratched when received, possibly a majority.

Question. Are these alterations, in your opinion, made by the bidders prior to the bids being forwarded to the department?

Answer. Certainly,

Question. Have you any reason to believe that alterations have been made after the bids have been received, and by persons attached to your bureau?

Answer. I have not.

Question. Do you believe it possible for alterations to be made after the bids are received, without your knowledge?

Answer. There is probably a bare possibility of it, but a very remote improbability. It would be almost impossible for a person to open them, I think—as near an impossibility as a thing could be.

Question. Were the bids opened in the presence of bidders prior to the commencement of the present administration?

Answer. My bureau was not in existence prior to that. All the bids in that bureau since it was organized have been opened in the presence of the bidders.

Question. Did the present Secretary of the Navy give an order to have the openings public prior to the passage of the present law?

Answer. I believe he did. Ever since the organization of my bureau they have always been opened publicly.

Question. Are the calculations and extensions made by the bidders verified by the bureau?

Answer. At the last letting every bid was verified. At the two previous lettings a large number of the lowest bids were verified, but those which it could be seen at a glance were too high and had no chance in the competition were not verified.

Question. Are all the bids thus verified?

Answer. All at the last letting were verified.

Question. Was it formerly the custom to verify all the bids received, or only a few with the lowest apparent aggregate?

Answer. At the two first lettings of this bureau a large number of the lowest bids were taken and verified.

Question. Who gave the order to verify all the bids?

Answer. I never received any such order.

Question. Are you ready to swear that, to the best of your knowledge and belief, having looked into the matter since the question has been started, no alterations of bids have been made in your bureau after they were received from the bidders?

Answer. I am.

By Mr. Hale:

Question. What is the practical construction by your bureau of this clause in the law of March 3, 1863, viz: "No bids for nominal or fictitious prices shall be considered?"

Answer. We consider those nominal or fictitious which immensely differ from the market rates above or below. It is a very difficult question to decide. A price which one man may be able to offer goods at, from some cause or other, may be considerably below the ruling market price, and yet he may be able and willing to sell them at that price to the government or anybody else, so that it becomes very difficult to tell what is a nominal and what is a fictitious price; you can tell it in an extreme case.

Question. Have you ever rejected a bid as being too high?

Answer. I do not think we ever have.

Question. If in bidding for a class a bidder bid for a single article which would come under your definition as either enormously too high or too low, would you reject the whole bid for that class, or only the bid for that particular article?

Answer. No such case has arisen to be acted on thus far; but if the bid was such that the aggregate was much the lowest, I should probably decide for the government interests and take the lowest bid. The difficulty which arises in the practical enforcement of that part of the law is, that there can be no general rule made to determine what is a fictitious or nominal price.

Question. You stated in your answer to the Secretary of the Navy to Smith's pamphlet, that you saw no evidence that the bids had been tampered with. Are you of that opinion still?

Answer. I am; in the last letting, which was some two months past or so, a good many bids that were placed in my hands at the hour of opening by the bidders themselves, and opened upon the spot, and without the intervention of five minutes, were scratched and blotted.

Question. Was not that since the publication of Smith's pamphlet and your answer to it?

Answer. I am not certain but that it was a little prior to that.

Question. Is the subject-matter of your answer to the pamphlet familiar to your recollection now?

Answer. I cannot say that it is, but by looking it over I could soon make it so.

(The document is handed to the witness.)

Question. Are there any alterations or additions that you now want to make to that answer?

Answer. No, sir; I think this document embraces all I have to say in regard to that subject.

Question. Can you suggest any alterations in the mode of furnishing supplies which you think would be for the public advantage?

Answer. No further than what I suggested in an answer to a resolution of the House of Representatives which has been printed. I therein suggest what I think would be a better plan. The principal points of it are to divide the articles into classes, as now, put into each class the articles which would properly come from the same dealer, and instead of having a price to each article let the contractor bid a gross sum for the whole class, it being specified that

there shall be so many of this article, so many of that, and so many of the other. Let him bid that he will take a class, say, for the gross sum of $10,000, and let him be required to furnish all the articles advertised for in that class, neither more nor less, but exactly that amount for exactly that sum. Then I would make it obligatory upon the bidders to deliver their bids either in person or by their agents at the hour of opening, and have none sent through the post office and none deposited. Let them come in and deliver them upon the spot, and have them opened on the spot. Then there would be no computations to be verified. There would be merely a calling off and taking a memorandum of the aggregate sums. That would avoid all possible suspicion of fraud or error, and I know of no objections to such a system.

Testimony of Rear-Admiral Joseph Smith.

MAY 3, 1864.

Rear-Admiral JOSEPH SMITH recalled and examined.

Questions proposed by request of the Secretary of the Navy:

Question. State how bids are received in your bureau, by whom, and how kept until opened.

Answer. Bids are received by mail and from the bidders personally, and are indorsed by me on the day they are received on the envelope. They are put into a trunk kept for that purpose, locked, the key put into my private drawer, and the key of that drawer carried in my pocket.

Question. State particularly how and by whom opened and in whose presence, and whether competitors have a right to inspect the bids while being opened?

Answer. The bids are opened by me, or by the engineer of the bureau when I am called away on any other duty, in the presence of three clerks. One clerk has a prepared scale with all the classes headed with a column for each bidder in which to put down his number and name as the bid is opened. When I open a bid, I hand the envelope to one clerk, who enters upon the envelope the bidder's name, and the class, and the number of the bid. I read the bid over, and the clerk who has the scale before him enters what I read as to the name of the bidder, the number of the class, and the amount of the bid. I then give the bid to the other clerk to enter on the back of the bid the same which is entered on the envelope—the bidder's name, the number of his bid, and the class or classes bid for. I should say, in the first place, though, that these bids as they are taken out of the trunk are assorted according to the different yards; each yard is placed by itself as far as can be ascertained by the indorsement on the envelope. My doors have always been open to everybody to be present at the opening of bids.

Question. State whether you have noticed that bidders made memorandums of prices, &c., as they were called off. Do bidders sometimes copy entire bids at the time of opening?

Answer. Bidders often make memoranda. In one case Messrs. Smith Brothers & Co. brought on a stenographer, Dr. Stone, who took down every bid and everything that was said and done. I do not know, generally, who takes notes and who does not, but I know that he did it in that case, because he was there and examined all the bids, or at least examined the envelopes.

Question. At the time of opening bids have you noticed errors in computations, or figures that appear to have been altered? Have you noted such errors at the time; and if so, how?

Answer. I never compute the bids when opened, but have very often noted

changes in the figures—erasures and alterations. Bidders, when they get a scale, commence to make out their prices, and under an advertisement of four weeks may change them very often. Prices vary, and they change the price, retaining, I suppose, the same printed schedule. I have not made any written notice of these alterations at the time of opening, but have noticed that there were alterations.

Question. Do not nearly all the bids usually received appear to be scratched or altered?

Answer. I think a majority of them are changed and altered.

Question. Are those alterations, in your opinion, made by the bidders prior to the bids being forwarded to the department?

Answer. All of them are, in my opinion, that come to my bureau.

Question. Have you any reason to believe that alterations have been made after the bids have been received, and by persons attached to your bureau?

Answer. I do not believe there has ever been an alteration made by any one in the bureau. I have no reason to believe so.

Question. Do you believe it possible for alterations to be made after the bids are received, without your knowledge?

Answer. I think it may be possible, but it is hardly possible to do it without detection, because more than one clerk has to examine the bids. They are examined twice.

Question. Were the bids opened in the presence of bidders prior to the commencement of the present administration?

Answer. In my bureau, always.

Question. Did the present Secretary of the Navy give an order to have the openings public prior to the passage of the present law?

Answer. He never gave me any such order, because I always did it.

Question. Are the calculations and extensions made by the bidders verified by the bureau?

Answer. Always.

Question. Are all the bids thus verified?

Answer. Not all. Those which on the face of them bear an exorbitant price are not closely verified.

Question. Was it formerly the custom to verify all bids received, or only a few with the lowest apparent aggregate?

Answer. We generally used to verify them.

Question. Who gave the order to verify all the bids?

Answer. I do not know that anybody gave such an order.

Question. Are you ready to swear that, to the best of your knowledge and belief, having looked into the matter since the question has been started, no alterations of bids have been made in your bureau after they were received from the bidders?

Answer. To the best of my knowledge and belief, there has been no such alteration in my bureau.

By Mr. Hale:

Question. Are there any alterations in the law, as to furnishing supplies, that you would suggest?

Answer. I could suggest a great many alterations, but it would take me some time to do it.

Question. What do you think of the suggestion made by Mr. Isherwood, to require bidders to name an aggregate price for a whole class, and then to furnish the specific quantities called for in the class?

Answer. I do not think that the idea would be feasible, for the reason that we have a great many articles that we do not want delivered at once, and it would be difficult to make out bills for different articles without having a specific

price stated for each article. For instance, we want supplies that are perishable in the course of the year, but we do not want them all delivered at once, and therefore we should want a price fixed to them. When a man makes a certain delivery, we pay his bill for the amount he delivers with a reservation of 20 per cent.; and on the idea proposed I do not see how we could pay the bills properly.

Testimony of Josiah Dunham.

MAY 5, 1864.

JOSIAH DUNHAM sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question. Have you seen the pamphlet published by F. W. Smith, reflecting upon the bureaus of the Navy Department for the inefficient and doubtful manner in which the duties of these bureaus have been discharged? Please state what you know about these matters.

Answer. I have got one pamphlet published by Mr. Smith. I suppose I have not seen the whole, but I have got one. The question is an indefinite one; but I can say, in relation to the statements of bids at the bureaus, that I know nothing about them one way or another. They do not come under any portion of my business. There are many errors in the inferences and conclusions of Mr. Smith, on page 43. On that page he says: "Without special occasion for suspicion, it is apparent that the weights of coal, iron, hemp, &c., in navy yards, should be subject to more responsible supervision than of one individual receiving, say, $600 per annum." That is not the case in the navy yard at Charlestown. I have a weigher of cordage who, when this book was written, was Mr. Harding. I have weighers of coal and iron, comprising five other different individuals—Mr. Sprague, Mr. Howard, Mr. Baxter, Mr. De Luce, who weighs considerably the most, and one other—who weigh at different times and different articles. The safeguards stated by Mr. Smith would leave the matter wholly and totally to one receiver and one weigher, who are much easier corrupted than five or six are; and from his conclusions, from my practical experience, I entirely dissent. The inspection is not much alluded to in his pamphlet. The best that I have known is the system that is practiced in the yard, and that is, the inspectors are varied; on oil, the engineer; on iron, the man who works it; on all other goods, those that are nearest to, and have relation with, the working of the article; and subject to any changes which the commandant of the yard may make from time to time in all these weighers and all these inspectors. The matter is perfectly under the direction of the commandant of the yard. It has been stated by me to each commandant that I would change and shift the weighers and inspectors as often as he wished, and whenever he desired it, without any official notice, but merely on a verbal notification. All the commandants have been notified of that from the days of Captain Hudson down to the present time.

Question. How do you account for the manner of making incorrect schedules for articles to be advertised for, at the navy yard at which you are the naval storekeeper?

Answer. I know of no system that can be got up in a time like the present under which perfect schedules could be made, and the wants of the government anticipated for a year. I know of no mode that could be better than the present; but I have nothing to do with the making up of the schedules.

Question. How do you account for articles being sent to the yard largely

over the amount stipulated in the contract, at the higher prices, and received and paid for?

Answer. It was the system when I went there three years ago on the first day of May, and which was afterwards carried out by me until Congress passed the present law, to keep calling on the contractors, whether their quantities had been received or not, according to contract, except as to the contracts of the Bureau of Yards and Docks, where the excess was limited to 25 per cent.; but it was all done under the direction and approval of the commandant of the yard, which I am subject to at all times.

Question. How do you account for the large proportion of goods bought in open market, by the navy agent, of Smith Brothers & Co.?

Answer. I have no connexion with the navy agent's affairs, and know nothing about his open purchases beyond what information I got as receiver; and I can give no account why he does so.

Question. Have you discovered any bills of that firm at higher than the lowest market price? If so, state as far as you know.

Answer. I do not remember any since the first year of my office; I think during the first six months of that year I used to notice the bills. Since then there have been other parties to do so, and for the last two years I think there has been a naval officer to examine the open purchase price of goods in the market. Prior to that Commandant Hudson used to send out whom he chose. Therefore the price of goods has never come under me. I give no certificate in any instance of the price of goods; I only receipt for the goods.

Question. How do you verify weights and measures of articles bought and sent to the yard?

Answer. I have them weighed by different weighers. Oils used to be submitted to a navy officer, and now they are submitted to an engineer, who is the inspector, under the ruling of the commandant of the yard. Formerly I used only to put down what Mr. Merriam and Mr. Spicer would pass as good; and now it is Mr. Sewell, an engineer. They are the parties who sign the number of gallons, not me. The ropewalk oil, which is an inferior article, used to be inspected by Mr. Mahony, the superintendent. I take their certificate as the verification of my own.

Question. Do you not order inspectors of goods to weigh, measure, or count them when received, before they certify to the bills?

Answer. The inspectors of oils, and nearly every article but coal and iron, are called upon to inspect the quality and examine the contents of the cask and its measurement, &c., and they verify to the fact, and I give my certificate. Coal and iron are weighed on the scales and inspected by the parties using them.

Question. Do you believe or have you any suspicions that any false weights or measures have been certified to? If yea, state all about it, with your reasons.

Answer. I have no reason to believe, nor do I know of any such case.

Question. Do you know or believe that any tampering has been practiced with venders of goods for the yard by any persons employed in the yard? If yea, state all you know or believe on that subject.

Answer. I do not believe there has been any tampering with any person in the yard by any person outside, nor the reverse. Efforts are made to get contracts, and consequently they come in and examine the goods; but beyond the examination and a fair and honorable competition under the contract system, I know of no tampering, and never heard of any.

Question. Do you think the manner of procuring supplies under the present laws is the best? If not, state what remedies you would recommend and apply to correct irregularities and abuses.

Answer. The present system of contracts, of delivering the full amount contracted for, if fairly and justly carried out according to law, is, in my judgment,

as good a system as can be devised. The true system of inspection and measurement should be that the goods should be inspected by the parties who use the articles, and in my judgment no permanent inspecting officer or receiver could do the business so well as it is done now by changing the men constantly. By the present law, I think, the commandant is to be satisfied of the quality of the articles, and he can order any new and different inspection at all times and at any time upon all goods delivered at the yard; and the same system that prevails in the Bureaus of Yards and Docks and Equipment and Recruiting should prevail in all the rest of the bureaus of the yard, to wit: the inspecting officer should not be the purchaser, nor have anything to do with purchasing.

By Mr. Hale:

Question. Are not persons proposing to bid under advertisements sent to the yard to ascertain precisely what the article is, when the advertisement is not very specific?

Answer. Yes, sir; for instance, in regard to stationery and other articles, the advertisement says there are samples at the yard, and they get them there generally. They call for them.

By Mr. Doolittle:

Question. What would be the practical effect of a provision allowing the department to reject any item in a bid if that item was at a certain rate, say 10 per cent. above the real market value of the article?

Answer. I think that in connexion with the present law, limiting the amount to be received to that actually contracted for, it would be a good plan.

MAY 5, 1864.

E. L. NORTON recalled and examined.

Questions proposed by request of the Secretary of the Navy:

Question. To what party or friend have you given the orders for articles in open purchases for the navy yard, Charlestown?

Answer. To many different persons: Hemp, to Aaron D. Weld & Son, William Ropes & Co., Mr. Forbes, Mr. Pippey, and others; hardware, small miscellaneous articles of hardware, principally to Smith Brothers & Co., sometimes to Dodge, Gilbert & Co., F. W. Austin, and others; furniture, to Lawrence, Wild & Co., Ware & Co., P. B. Holmes, and others; carpets, curtains, and things of that nature, to. Childs, Crosby & Co.; provisions, to Potter, Demond & Co., J. W. Roberts & Co., Hart, Baldwin & Bertune; metals, to the Revere Copper Company, Frazer & Deland, agents of the Taunton Copper Company, Glover & Co., agents of the New Bedford Copper Company, Farren & Follet, F. W. Austin; and many other persons for all classes of articles. Some of the parties were personally friendly, and some, I suppose, were unfriendly.

Question. Are you connected by consanguinity or marriage with any member of the firm of Smith Brothers & Co.?

Answer. I am not.

Question. Have you always invited competition for the articles in open purchase you have ordered from Smith Brothers & Co.?

Answer. I have always, in general terms. Whenever persons have indicated a desire to offer for particular articles, or it has been intimated to me that persons would like to offer, I have invited them to do so. On all standard articles and articles of considerable importance and value, I have invariably asked prices of different dealers. On miscellaneous requisitions, comprised of many

small articles, I have found it impracticable to do so to the fullest extent. Such articles I have purchased of contractors and regular dealers. In order to show that it is impracticable to price each separate article, I will endeavor to give the committee an idea of a single day's work: I have taken from my records, at random, the business for the 1st day of January, 1864. I have the requisitions with me. That was an ordinary day's work. We have some much larger, and some, of course, much smaller. I find that the articles required on open purchase for that day were more than one hundred, comprising between thirty and forty distinct classes of merchandise, of the value of from perhaps two cents up to $400 or $500. To inquire the price of these various articles separately, of three or four different dealers in each, and to compare the quality of the goods that they offered, would take several days, if not weeks, with the force at my command. In addition to this business, we had to pay on that day 267 allotments to 267 different persons, from $5 and upwards, and several certificates of prize money; receive, enter and deposit money; make returns to the bureaus; to the Secretary a detailed statement, and to the Commissioner of Internal Revenue, besides other ordinary business. I have but five clerks and a messenger.

Question. Have you not ordered from Smith Brothers & Co. goods or materials *not* in their line of business as hardware merchants? If so, what was the object, and why did you not call on regular dealers in the articles required?

Answer. I have done so occasionally, in consequence of their being contractors, under instructions from the department to apply to contractors in making purchases, and also comparatively unimportant articles included in requisitions for miscellaneous supplies, to avoid the multiplicity of vouchers.

Question. Are Smith Brothers & Co., in Boston, considered first-class importers and dealers in hardware?

Answer. They are. One or both the members of the firm have been engaged in the hardware business for more than twenty years, with unquestioned credit and reputation.

Question. You were called upon by the commissioner of the naval code for your opinion on the system of purchases. Why did you not reply to the call yourself, as it was your duty as a government officer, and not adopt the pleadings of another?

Answer. I did reply to the inquiries of the commissioner in a communication of eight pages, a copy of which I now present:

"NAVY AGENT'S OFFICE,
"*Boston, December* 15, 1863.

"SIR: I avail myself of the first convenient opportunity to respond to the interrogatories contained in your letter of the 19th ultimo.

"I am of the opinion that the system of obtaining materials and supplies for the navy by contract, after public advertisement, with further modifications, should be retained.

"The joint resolution approved March 3, 1863, 'regulating contracts with the Navy Department,' by requiring the delivery of a specified quantity, goes far to obviate the principal objections against the contract system, as it has stood under former legislation.

"I suggest, however, that the provision requiring contractors to be manufacturers or regular dealers in the articles which they offer to supply, is rendered practically inoperative by the language immediately following, which, I believe, is construed to mean that any person having a license as dealer, either wholesale or retail, may become a contractor. This view obviously defeats the apparent purpose of the law to hold out inducements to bona fide manufacturers and dealers, by protecting them against mere speculators and adventurers.

"A slight amendment making the license an *additional*, instead of an *exclusive*, condition, would give the wholesome provision force.

"If, in addition to this, contracts are limited to articles susceptible of exact description and specification, or conformable to sealed samples, with suitable penalties rigidly enforced for non-fulfilment, it seems to me that the system offers important advantages to the government.

"There are, however, a variety of articles, the want of which may not be anticipated, as well as deficiencies under contract, which must be obtained by the department directly, or through authorized agents. As it is obviously impracticable for the department to make these purchases direct, it follows that the duty must be intrusted to agents, under such safeguards and checks as may be desired. After careful observation and consideration, I can suggest no important improvement in the present system of making open purchases. Its faults, if faults it has, are those of administration rather than of legislation. As a scheme of purchase I can conceive of none more thoroughly guarded than the present.

"Navy agents are appointed and confirmed by the highest authority; they are required to take an oath and give a heavy bond for the faithful discharge of their duties, and their purchases undergo the scrutiny, first, of an inspector, who is to certify to quality and fairness of price; secondly, of the head of the department in which the articles are to be used, who is to make a like certificate; thirdly, of the commandant of the yard, who is to approve the same; and, finally, of the chief of the bureau for which the purchase is made.

"If these precautions against excessive prices are not sufficient, I am unable to suggest any likely to prove more effective.

"No advantage would be gained, that I can perceive, by restricting the fields from which to appoint purchasing agents. Certainly nothing would be gained by confining the appointment to officers of the navy. The duties of their profession do not, it seems to me, afford opportunity for acquiring that practical knowledge of business men and matters which qualify them for the duties of mercantile agents. To purchase goods with success requires in the buyer an acquaintance with business men and the modes of doing business, no less than a knowledge of merchandise and the sources of supply. So far as my observation extends, naval officers do not possess this advantage.

"Furthermore, there is an obvious tendency for officers of the same service to support and defend each other in official transactions, which does not prevail when a civil officer is one of the parties interested. This probably arises from a natural professional pride, but evidently does not conduce to efficiency or security against fraud.

"I consider that these are decided objections against locating mercantile agencies in navy yards. In addition to the consideration that such location would be apart from the communities and markets with which transactions must take place, it would conduce to intimate relations between the agent and the inspecting and other officers of the yard, and by bringing dealers into frequent contact with clerks and receivers, would afford undesirable opportunities for conference and collusion. There can be no advantage gained by permitting employés to impart verbal information in regard to present or prospective wants of the department. Clear and definite written descriptions of the requirements of the service, served upon the proper agent, not only promote prompt and full compliance, but greatly facilitate investigation by preserving a record of the basis of each transaction.

"Notwithstanding the clear provisions of existing law, a practice prevails to some extent of permitting inspecting officers to make purchases for their respective departments. It not unfrequently happens that the same officer will purchase, inspect, and expend supplies for the service, without the supervision of any other person whatever, and this where an authorized agent has been

appointed to the duty. This practice demolishes at a blow the safeguards set up by the legislation on this subject, and I respectfully suggest that the provisions of the law be made still more stringent, with a view to the suppression of the abuse. The present system of inspection of and accounting for supplies might be rendered more effectual and thorough by the appointment of a commission charged with the examination, at *irregular* intervals, of the amount, quality, and preservation of supplies on hand, and the account of disbursements thereof.

"This commission should consist of practical and competent persons, entirely disconnected with either branch of the naval service, and its personnel be frequently changed. A knowledge of the existence of such a commission might deter employés from many irregular practices, and its reports lead to the correction of abuses. With the view of promoting the object of your inquiries, I have invited suggestions from gentlemen of my acquaintance conversant with the subject, and have received, among others, in relation thereto, a communication from F. W. Smith, esq., a gentleman of high standing and large experience in naval contracts, whose suggestions seem to me to be of weight. I therefore take the liberty of enclosing it herewith for your consideration.

"I am, sir, very respectfully, your obedient servant,

"E. L. NORTON, *Navy Agent.*

"Hon. C. B. SEDGWICK,

"*Commissioner of the Naval Code, Syracuse, New York.*"

Mr. Smith's communication was submitted to the commissioner because he had had large experience in naval supplies, and I thought some of his suggestions worthy of consideration, and I find that several of them have been adopted by the commissioner in his report.

Question. Have you kept a memorandum or record of all the orders you have given for open purchases, when and to whom and for what given, and of all the offers from parties to whom you have applied for prices, as well as offers from parties to whom you have not applied?

Answer. I have kept a record of all orders given for open purchases, when and to whom and for what given. Offers, when in writing, have been retained until the approval of the transaction by the department.

Question. Have any of the bills of purchase made by you been objected to; and if so, have they been reduced, and if reduced, have they not been procured at less price than you certified to be correct as the lowest market price?

Answer. Out of many thousand purchases, a very few have been objected to on account of the prices, most of which were subsequently allowed. In other cases, the parties have either removed their goods or submitted to a reduction, and I recollect but two instances of any importance: one a purchase of canvas of B. Y. Pippey & Co., which was purchased by a sample exhibited at the navy yard. The goods were delivered direct from the manufactory, and proved upon examination to be inferior to the sample. The inspecting officers decided that they would answer their purpose, and that they would receive the goods provided the price was reduced to meet the quality of the goods. The case was made the subject of correspondence with the Bureau of Construction, and was explained in my letter to the bureau of December 30, 1862. The explanation appeared to be entirely satisfactory. The second case is fully explained in my letter to the Bureau of Ordnance under date of September 19, 1863. It referred to a bill for boiler iron and sixteen other articles. I desire to give that communication, as it explains it in fewer words than I can otherwise do:

"NAVY AGENT'S OFFICE,

"*Boston, September* 19, 1863.

"SIR: The bureau's letter of the 14th instant, requiring an explanation of certain errors alleged to have been committed by this office in purchases upon

requisitions 392, 418, 429, 442, and 446, for which bills were approved by me for $2,642 75, and reduced by the seller $427 42, is received.

"In reply, I have to say that the principal article was for boiler iron. By the terms of the requisition I considered myself obliged to order the best article, which was done, and the iron was delivered direct from the rolling mill in Pennsylvania at the navy yard, unaccompanied by any description of its quality. A bill was accordingly made and approved, under the impression that it was the best boiler *flange* iron. Subsequent inspection by the seller proved it to be C, No 1 iron, a somewhat inferior article, but considered by the master machinist suitable for the required purpose. The seller promptly informed me of the error in the description, stating that he had proposed to the ordnance office to reduce the price to meet the quality of the iron. Thus it will be seen that in the absence of any preliminary inspection by me, which is impracticable under existing facilities, I could have no reason to doubt that the iron was of the best quality, for which the price charged, eight and one-fourth cents, was a fair market price. If any error, clerical or other, has been committed in this matter, it was in consequence of the terms of the requisition not stating explicitly that an inferior article would be accepted, while my instructions left me no option but to order an article of the best quality. It is now evident that the reduction of the price was excessive, and was submitted to by the seller upon the representation that five and one-half cents was a quotation obtained by a special messenger from the navy yard. It now appears that the price was obtained from Mr. Henry Ayling, who advertised 'balance of stock at less than market prices' to close a concern, and who had not a plate of iron answering the description on hand. That the reduced price was not a fair one, I submit in proof a copy of a letter from a highly respectable firm in Pennsylvania. Upon these facts the seller based a claim upon the bureau, a bill for which is also herewith respectfully submitted.

"A voluntary reduction was likewise made upon twenty-five drill braces, because new facilities were discovered for furnishing this article after the bill was made, and not because the original price was not a fair one, or that the assistant inspector could procure a lower quotation.

"After bills were approved by me, ten casks of five-penny fine finishing nails were exchanged for a common article of the same size, and the price was reduced to meet the quality of the article without notice having been given at this office.

"The copper tacks purchased on requisition 446 were purchased September 1, and were priced nearly two weeks later upon a rapidly declining market, and the difference of two dollars in the lot of fifty pounds was promptly submitted to by the seller. These reductions amount in the aggregate to $427 42, and are the only ones referred to by the bureau; and I respectfully submit, that the explanation is a complete vindication of the manner in which the business for the Bureau of Ordnance has been performed by this office.

"If upon a bill, $2,642 75, comprising seventeen different classes of articles, many of which were procured in great haste under statements of the necessity of despatch, the assistant inspector has been able to find plausible objections to but a single item amounting to $2, I believe the bureau may profitably inquire into the motive for these vexatious representations, and to consider whether the extraordinary course of the assistant inspector of ordnance in making purchases should receive its further sanction.

"Very respectfully, your obedient servant,

"E. L. NORTON, *Navy Agent.*

"Commander H. A. WISE,

"*Chief of Bureau of Ordnance, Washington, D. C.*"

Question. Have you ever supplied any chattels of any kind at prices higher than the articles required were offered to you by other parties than those you bought of? If so, state all about such purchase.

Answer. I have not. I have been informed that Mr. Samuel Oakman makes a statement that he offered pig iron to me for ballast at one price, and that I purchased it of another party at a higher price. I will state how that case stands. I received a requisition from the navy yard for seventy-five tons of iron for ballast. Under instructions from Commandant Hudson, it was customary for me to buy a good quality of iron for ballast with the view that when it was discharged from the vessel it could go into the supply on hand for general purposes, and be available to the government. I was advised to purchase iron similar to that ordinarily used in the yard. Messrs. Smith Brothers & Co. had contracted to furnish a large lot of Thomas pig iron. In discharging a cargo at the yard to fill their contract they had a surplus of about fifty tons. I desired, under the instructions that I had received from the commandant, to procure iron if possible similar to that, as it was used for the manufacture of shot and shell, and it was necessary to have it of uniform quality. Mr. Oakman offered me a brand of iron with which I was not acquainted, at, I believe, about $31 or $31 50 per ton. The price of Thomas iron was about $37 50 per ton. I requested Smith Brothers & Co. to take enough iron of Oakman to make up the seventy-five tons with what they had in the yard, and to average the price. This was done. Smith Brothers & Co. furnished about fifty tons of their Thomas iron, and they bought about twenty-five tons of Mr. Oakman, and averaged the price, making it, I believe, about $35 50 per ton. That is the transaction referred to. This amounted to the same thing as it would had I bought the twenty-five tons of Mr. Oakman direct, but by doing so I avoided making two vouchers on one requisition. That was the sole purpose in doing it.

Question. Have you not engaged or attempted to engage work to be done at a much higher price than the yard authorities procured it to be done, at a very large saving to the government?

Answer. I have not. I presume this question refers to preparing the iron plates for the Monadnock. The facts in that case are these: Some time in the winter of 1862–'63 I received a requisition for preparing, planing, drilling, countersinking, &c., 100 tons of iron plates for that vessel. I applied to the Atlantic Works, and to Harrison Loring, the only experienced iron-clad builders in the vicinity, and received a proposal from each at six cents per pound for doing the work. The Atlantic Works had furnished the iron, and it was upon their wharf; the prices were equal; but for this reason the requisition was given to the Atlantic Works. Subsequently, in the last of February, I received another requisition for preparing 200 tons more for the same vessel. I obtained proposals from Mr. Loring and the Atlantic Works at their former prices. These concerns are well known at the department, and are of the very highest standing in our vicinity in this kind of work. I also received a proposal from Messrs. A. Sylvester & Co. for doing the work at four cents per pound. As these parties had had no experience in iron ship-building, and no facilities for doing such work, and as I was informed that the work was of great importance, and that the plates must be prepared in six weeks, I did not feel authorized to award it to them, and therefore I referred the matter to the Bureau of Construction with a statement of the case. The commandant was instructed to investigate the character and ability of the parties, A. Sylvester & Co., to do the work, and a board was appointed by him, consisting of Chief Engineer Lawton, I believe, and Master Machinist Merriam, to examine their premises and report upon their ability to do such work. They reported adversely. Subsequently another board was appointed, who reported favorably, and the work was awarded to them by the commandant. I had nothing to do with it after I turned it over to the bureau. I have been informed that at the same time

seven and a half cents was paid for preparing the iron plating for the Roanoke, at New York, by the department. While the matter was pending another offer to do the work was received by me from McLaughlin & Co., at three and a half cents a pound, and by me submitted to the bureau. McLaughlin & Co. had no experience in this kind of business, but were a larger concern and had greater facilities than Sylvester & Co. Messrs. Sylvester & Co. finished the work in about six months, as appears by the vouchers, instead of six weeks.

Question. Did the inspector, Mr. Kimball, have any agency in these matters in correcting charges?

Answer. I believe Mr. Kimball was a member of the second board to report on the ability of Sylvester & Co. to do the work. Mr. Kimball claimed to have obtained the reduction on the bill of canvas before referred to, but such is not the fact. The entire matter was arranged between the seller and the master sailmaker, who inspected it.

Question. Did you not protest to the Navy Department against employing an inspector of prices as supervising your duty in that regard?

Answer. I did not object to an inspector to supervise the prices. That practice has prevailed for many years. I objected to the appointment of an inspector to go into the market in advance of the issuing of requisitions, for reasons stated in my letter to the honorable Secretary of the Navy, dated February 28, 1863, which I will read:

"NAVY AGENCY,
"*Boston, February* 28, 1863.

"SIR: Requisitions for supplies under the Bureaus of Yards and Docks, Construction, and Equipment and Recruiting, have recently been received at this office, with various memoranda indorsed upon the backs thereof, indicating persons and firms, with prices of the several articles named in the requisitions. As this is a new feature of these documents, I have made inquiry of the commandant of the Boston yard as to its purpose, and have been informed by him that this is done in pursuance of orders from the chiefs of the different bureaus to send the special inspector to two parties dealing in the article required, besides the contractor, and inquire the prices of the articles delivered at the yard, and note on the back of the requisitions the prices asked for each class, and then send the requisitions to the navy agent.

"I desire to respectfully remonstrate against the execution of this order because, in the first place, it appears to be a reflection upon my official character, implying that I am either incompetent for the duties devolving upon me as the agent of the department, or too dishonest to be intrusted with their discharge. If there were ground for either of these accusations, it would certainly be due to the department, as well as to myself, that the charges be formally made with a view to a thorough investigation; but, in the absence of any such charges, I have a right to assume that, in the opinion of the department, no ground exists upon which to found them. Yet the execution of this order says, as plainly as an act can, to the public, to my associates in office, to every merchant under whose notice its execution falls, that the department has no confidence in its duly appointed legal agent. While a disclaimer of implied censure from the department must afford satisfaction, yet, as such denial could come to the notice of but few of the persons possessed of the knowledge of the order, I must still suffer the public reproach, and present myself to every merchant with whom I have dealings as an official branded with the disapprobation of his superiors. But aside from all considerations of a personal character, I desire to view the subject as a matter of business policy.

"By the regulations and former practice of the department, open purchases were subjected to the scrutiny of a corps of receiving and inspecting officers, consisting of the naval storekeeper, the civil engineer, the master-workmen of

the several departments, and the commandant of the yard, all of whom were to certify to the quality and fairness of price of the supplies coming into their respective departments, and most of whom have special qualifications for a correct judgment of the material which they are themselves to use, and be responsible for the result. But now, by this new plan, there is practically substituted for this inspection the decision of one man on every variety of merchandise purchased; for while I do not understand that the former regulations are rescinded in terms, yet as the decision of this special inspector is prior and conclusive, it follows that any subsequent inspection will be merely formal.

"As a means of preventing fraud and corruption, the new system is as much inferior to the old as one man is easier to be corrupted than ten.

"But one of the gravest objections to the practice is that an officer is directed to go into the market and give notice to such persons as he chooses that the department will purchase, within a few days, certain articles, thus giving the preferred parties an opportunity to forestall the department on all those articles which are limited in supply. I assert that if this practice had prevailed during the past year, many thousands of dollars would have been lost to the government. And by this practice, too, unless the navy agent is willing to become the subordinate of this inspector, blindly following his lead not only as to prices, but also the quality of the goods purchased, there must continually arise disagreements between the price paid and the price recorded, calling, in the first place, for needless explanations, and remaining finally, whatever may be the merits of the case, as a record against the agent and the department.

"For the reasons stated, therefore, I most earnestly remonstrate against this order: first, that it is an undeserved censure upon me as the agent of the department, founded upon no act or omission of mine; second, that it is unnecessary, substituting an inferior and unsafe inspection for the intelligent and thorough one heretofore practiced; third, that it opens a door for forestalling the government in many important purchases, which must result in great loss; and, finally, that it practically places a person unknown to the law in the place of the navy agent to exercise his functions, without at the same time being subject to the liabilities and obligations upon the regularly constituted agent.

"Very respectfully, your obedient servant,

"E. L. NORTON, *Navy Agent.*

"Hon. GIDEON WELLES,

"*Secretary of the Navy, Washington, D. C.*"

I understand this new order in regard to the inspector was a circular order which was to apply to all the yards. It failed to be executed at the Charlestown yard, because the inspector found it physically impossible to price more than a small portion of the articles and indorse the price upon the requisitions according to the terms of the order. At the Portsmouth yard I understand that a Mr. Spalding was appointed inspector. He was a contractor or furnisher of iron for the navy yard, and consequently had the advantage of pricing his own sales. At the New York yard I believe no attempt was made to execute it. I know nothing of the other yards.

Question. Are you connected with any party or firm, or on your own account, in carrying on business outside of your government official duties? If yea, state what business, where it is located, and the amount of purchases and sales thereof.

The witness. I desire to ask, Mr. Chairman, if this question has any pertinency to this inquiry?

Mr. HALE. I do not think it has, but perhaps you had better answer.

Answer. Whilst I deny the right of this committee, or of the Secretary of the Navy, or of any other person, to inquire into my private affairs and business, I shall fully and freely answer this question, because I have no objection

to the facts all appearing. In order to a full understanding of the case, I will say that I am the inventor of a patent shoe-binding, and that the patent right for that article is owned by Francis M. Johnson, the president of the Mount Wollaston Bank, Quincy, Massachusetts, by Matthew H. Merriam, and by myself, in the proportion of five-twelfths to Mr. Johnson, three-twelfths to Mr. Merriam, and four-twelfths to myself. Mr. Merriam and myself have a perpetual and exclusive license from Mr. Johnson to manufacture the article. The business is carried on in Charlestown, Massachusetts, by agents employed by Mr. Merriam and myself, and does not require, nor does it receive, any personal attention from us. I believe that the sales amount to from $80,000 to $100,000 per annum, and that the purchases amount to about $10,000 less.

Question. Do you know Mr. Merriam, master machinist at the Boston navy yard? Is he connected with you in any way by marriage? If so, how? Is he concerned with you, or, as you believe, with any other party, in any kind of business outside of the yard; and if so, what is the connexion, and what is his interest in the concern, and what his profits or compensation?

Answer. I know Matthew H. Merriam, the master machinist at the Boston navy yard. He is the person before referred to. He is not related to me either by blood or by marriage. His profits I do not know precisely, but I believe that this year they will be about $5,000 from this private business, to which, as I said before, he gives no personal attention, and, I believe, has not spent six hours in relation thereto for the last three years.

Question. Have you ever had any communication, verbal or otherwise, with Smith Brothers & Co., or either member of the firm, on the subject of supplies? If yea, state when, where, and what was the nature of such communications, and the special or general matters discussed?

Answer. Many times since I have been navy agent, about almost everything connected with supplies for the government, the state of the market, the prices and qualities of merchandise, and the laws in relation thereto, and the system generally. These conversations have been in a variety of places; sometimes at my office, sometimes at their office or store.

Question. Have you ever received, or had a promise of receiving, any profits, commissions, compensation, or reward from any party, directly or indirectly, from whom you have ordered or obtained supplies, or through their agencies?

Answer. I have never received any profits, commissions, compensation, or reward from any party, directly or indirectly, from whom I have obtained supplies, or through their agencies. I have never received a promise of such profits, commissions, or reward, except that occasionally parties with whom I had little or no acquaintance, when offerers of goods, would propose to allow commissions for the sale, which I have invariably refused.

Question. Have you refused or demurred to pay bills for goods over and above the contract quantity to some party, and paid bills under similar circumstances to another or other parties?

Answer. I have not. I have seen the testimony of Matthias Ellis before this committee, wherein he states that several casks of nails were required at open purchase on the same day that he filled out his contract for nails, and that he was not applied to for a price, but they were given to Smith Brothers & Co., at the market price and a commission over the market price. I find, by examining the papers in my office, that a requisition was drawn upon Matthias Ellis for a number of casks of nails, I believe twenty-one casks. That requisition was drawn upon Matthias Ellis, as contractor, and was transmitted by me to him, as was my simple duty to do. I never heard anything more from it until I saw this testimony; but I find that on September 19, 1863, Matthias Ellis sent a bill to my office for twenty-one casks of nails, of various sizes, at five cents per pound. These were the last nails, I believe, required of him on contract, or furnished by him. I had no open-purchase requisition with which to

check or compare this bill, consequently could do nothing in regard to it. No nails were required on that day, or any near day thereto, at open purchase; but I find that on the 28th day of September, 1863, Smith Brothers & Co. furnished five hundred pounds of nails at four and three-fourths cents per pound. That is all that I know in relation to the matter.

Question. Have you ever referred or recommended any contractor or supplier of chattels to the government, to any commission merchant, broker, or other party to make an advance on the bills until you should receive funds for the purpose?

Answer. I have not.

Question. Are you concerned in the house of Smith Brothers & Co., as silent partner, or in any other manner. Have you received, or have you the promise of, or do you expect to receive from that firm, or either member of it, any compensation, or any proportion of the profits of their business?

Answer. I am not connected with the house of Smith Brothers & Co. in any manner, or with any other house furnishing supplies to the government. I have not received, nor have I the promise or expectation of receiving from that firm, or any other firm, any compensation or proportion of the profits of their business.

Testimony of Franklin W. Smith.

MAY 5, 1864.

FRANKLIN W. SMITH recalled and examined.

Questions proposed by request of the Secretary of the Navy:

Question. Have you during the last three years obtained many orders from the navy agent for goods in open purchase?

Answer. Yes.

Question. Have you charged the lowest market cash price for such articles as you have supplied?

Answer. There has rarely been a market cash price for sales to government upon navy requisitions since this war began, except in cases of special agreement. When United States six per cent. stocks were taken by the banks from ninety cents to the dollar and upwards, when we, upon making sales to the navy agent, could not calculate payment as to be in one month or six months, or perhaps were to be obliged to take certificates worth ninety-six to ninety-eight, we could not sell merchandise at the market cash price on change. Government time has been a matter of calculation in the case, especially at the outset, when Boston banks would not receive navy vouchers as collateral. Again, to market cash price was to be added the expense of freight and carting. The Revere Copper Company, and other houses in Boston, have made a large allowance for these items in giving quotations to government for copper, &c. Therefore our prices have been fair market prices, with fair additions for these items. It would be a risk to certify that prices for hundreds or thousands of articles were always the lowest market price. Indeed, it is doubtful whether there can be strictly lowest market prices upon assorted merchandise.

Question. How did you obtain the orders for open purchase?

Answer. First, by soliciting them from the navy agent; second, by claiming them fairly as contractors, all other considerations being equal; third, by bids upon public advertisement, through which we have obtained a large amount of business, especially of sales of pig iron; fourth, by close competition in prices; fifth, by vigilant attention to the wants of the yard; sixth, by making the business of naval supplies a specialty; seventh, we would claim modestly through honesty, industry, and energy.

Question. Did you ever have any conversation with the navy agent, verbal or

in writing, in regard to obtaining from him orders for merchandise in open market, or did any other person at your instance, or with your knowledge and consent, do so? If so, state the circumstances—when, where, and the subject-matter and result of such communications.

Answer. Yes; the first conversation with the navy agent concerning his orders for merchandise occurred in the hall of the Parker House, where I introduced myself to him the first time I ever saw him. I stated to him that I was desirous of introducing myself to him with sufficient indorsements and recommendations to obtain some of the business of the navy agency. He invited me to join a company of gentlemen who were to dine that day at the Parker House as usual. On the 29th of April following, I addressed to Mr. Norton a letter, a certified copy of which I beg leave to place on evidence. It is from page one of the navy letter copy-book of Smith Brothers & Company.

Copy of letter of Franklin W. Smith, April 29, 1861, *to Hon. E. L. Norton, navy agent—(from letter book of Smith Brothers & Company, page* 1.)

BOSTON, *April* 29, 1861.

SIR: I was not a little embarrassed Saturday at finding myself your guest immediately upon introduction, on account of the absence of Mr. Hall and Dr. Stone. Please accept my sincere thanks for your courtesy.

I avail myself of this opportunity to place with you a few indorsements of the aquaintance. The letter from Mr. Burlingame was asked a few days since in anticipation of his departure for Europe. It has seemed to me useless to add others from our congressional delegation, which can be readily obtained.

Similar vouchers can be had for the asking from Hon. B. C. Clark,* Messrs. E. S. Tobey† and Charles H. Parker,‡ who are my friends, both socially and politically, or from other merchants not of our party.

In 1856, when with Dr. Stone at Saratoga, I received the first intimation of my appointment to the presidency of Ward XI Frémont Club, by the news-slip enclosed.§ During that campaign I worked laboriously for our cause, a service I could not render at the late election for fear of pulmonary injury.

Without dispute our firm is *the* republican hardware firm of the city. Members of our trade have repeatedly congratulated us upon the advantages due from our political position.

As you would rightfully expect information as to our business standing, before conference with us, as suggested, I will *confidentially* add that my brother (senior) and myself have been in the hardware trade in Boston during twenty years; that now we are conducting a larger business and have stronger financial credit than ever before; that we never asked a day's accommodation upon our note, and never paid ten dollars extra interest.

The enclosed circular will inform you of our succession to the old firm of Homes, Homer & Co., (established sixty ago,) by the purchase of their stock.

This amounted to above $40,000, and was bought upon our own credit without indorsement or security.‖

I remain yours, most respectfully,

FRANKLIN W. SMITH.

Hon. E. L. NORTON,
Navy Agent.

Attest. True copy.

EDWARD J. COFFIN.

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*Hon. B. C. Clark, an eminent merchant, since deceased.

†Then president of the Board of Trade.

‡Partner in the firm of A. & A. Lawrence & Co.

§The list of officers was enclosed to show that it comprised the most eminent citizens of the ward.

‖Our notes from one to three years' time.

Copy of extract from letter to Hon. E. L. Norton, April 30, 1861, *(letter book, page* 3.)

DEAR SIR: I write because I do not like to trouble you frequently at your office.

The navy proposals are published to-day, quite to my surprise.

Have you schedules for "Boston" classes 1, 7, 8, 11, 12, 13, 14, 15, 16, 17, 23, 25, 26? If so, please favor me by bearer with duplicate sets, or as soon as received.

Attest. True copy.

EDWARD J. COFFIN.

Afterwards I asked of him an interview at his office, which was granted. I then solicited of him some of his orders for goods, using as arguments, that our house was a first-class house of established reputation and unimpaired credit in the city; that my brother and myself had been in business for about twenty years; that I could refer him to the most prominent men of the city for my character as to capacity and integrity; that I had a letter from the Honorable Alexander H. Rice to this effect; that I would refer him to the mayors of the city for the past ten years; to such merchants as Mr. Charles H. Parker, of A. & A. Lawrence & Co., and Mr. James M. Beebe, of James M. Beebe & Co.; Mr. E. S. Tobey, the president of the Board of Trade; the Honorable Jacob Sleeper, of the governor's council; Mr. J. M. S. Williams, of the firm of Gliddon & Williams; to the Granite Bank; the mercantile agencies; or any of the hardware firms in the city. I argued that, upon inquiry, he would find that my position had been one of respectability and influence; that as president of the Boston Young Men's Christian Association, I had, through various plans devised, succeeded, in one year, in placing $16,000 or $17,000 to a permanent fund of which Mr. James M. Beebe, Honorable Jacob Sleeper, Honorable B. C. Clark, and my father, were trustees; and by such arguments, during about an hour or more, I endeavored to influence his mind to consider our house favorably for government business. His answer to me was, that I must obtain some contracts, as contractors had the first claim, all other things being equal. I requested other persons also to ask of Mr. Norton the same favors. I recall Charles B. Hall, esq., cashier of the National Bank, and Dr. J. W. Stone. Within a few days I wrote Mr. Norton a note, a copy of which is in the letter-book of Smith Brothers & Co., in Boston, asking copies of the schedules, that we might bid for contracts, as follows.* I am not able to answer as to the interviews of Mr. Hall, Doctor Stone, or others.

Question. Are you, or is any member of your present or late firm of Smith Brothers & Co., connected with the navy agent by consanguinity or marriage? If so, state what the relation is.

Answer. No; not the remotest relation to one of the firm or to any one employed by us in Boston or New York.

Question. Have your bills for chattels delivered at the Boston yard by order of the navy agent ever been objected to on account of price? If so, have they ever been reduced in price? If so, by whom reduced, and how much reduced?

Answer. Occasionally; but very rarely, indeed. I should say not more than twenty-five or fifty items out of very many. Once in a while there has been started a sudden demonstration in the matter; but in three-fourths of the cases, at least, our invoices were so fully vindicated by the explanations that objections were withdrawn. In the Ordnance Department, wherein for above two

* See 2d copy of Smith Brothers & Co., before.

years we did a large amount of business with Captain Green and his successor, Commodore Missroon, apparently to their entire satisfaction, it was very rarely that our prices were objected to. Indeed, I cannot recollect discounts made by us to the amount of $100 in the aggregate, down to October, 1863, when a question arose upon the price of boiler plate. We argued that the position of the bureau was untenable, which was finally demonstrated. We printed the correspondence, and I beg leave to submit to the committee copies herewith.

Correspondence with the Chief of the Bureau of Ordnance.

BOSTON, *October* 2, 1863.

SIR: We have before us copy of extract from your reply of September 21, to the letter of the navy agent of September 19—returning, not approved, our bill for $81 83, amount of our claim as an additional price upon our bill of September 10, 1863.

In our letter to the navy agent, of September 17, we remarked as follows:

"We made our price at five and three-fourths cents for C No. 1 iron, upon a representation that the inspector could buy it at five and a half cents. We discredited the quotation at the time, and have since ascertained that it is wholly inapplicable to the item in question, and was obtained from Mr. Henry Ayling, who advertises balance of a stock at less than market prices."

(Mr. Ayling could not furnish any plates such as wanted.)

"The iron we furnished cost us more than five and three-fourths cents. It cannot be bought to-day of the manufacturers for less than six and one-fourth cents."

(Evidence of this was placed with the bureau by letter of Messrs. Pennock.)

"Inasmuch, therefore, as the deduction was made upon representation as to market price, since proved to have no reference to the case in question, we claim as our due one-half cent per pound on 16,366 pounds iron, $81 83."

To this just claim the bureau replies as follows:

"The bureau is at a loss to see, under the circumstances, and in consideration of the price named in the letter referred to, why the Messrs. Smith Brothers & Co. charged the first exorbitant price of eight and one-fourth cents."

To this we reply:

First. The remark has no reference to the adjustment of the claim above mentioned; for if the charge of eight and one-quarter cents had been wrongfully made, and had been corrected, it is not the prerogative of the bureau to consider said wrongful act as holding any relation to another distinct claim submitted to its judgment.

Second. We have pleasure to remark that a full explanation is on record with the bureau, that said overcharge was a mistake, and that the representative of the bureau, in the original transaction, admitted his belief that no wrong was intended.*

The bureau further replies: "That as by the New York Price Current of to-

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*The explanation of this mistake from S. B. & Co., as placed with the bureau by the navy agent, was substantially as follows:

"From the time the plate iron for ordnance was ordered we were constantly receiving flange iron from the same parties for other departments.

"Nineteen-twentieths of the large quantity of plate iron we have delveired to the government have been flange iron.

"In the absence of the writer, who conducts entirely the iron business of our firm, the iron for ordnance was invoiced at 8¼ cents, upon the supposition that it was of the same quality as other in the shipment, and as the large quantities previously delivered.

"Subsebuently, among vouchers at the Ordnance office, a set was observed by the writer which included the iron above mentioned. He was not until then aware that it had been invoiced Instantly it was stated that the iron was priced as best flange, the above explanation being made; and notice of the mistake being also given at once to the navy agent."

day, the best English flange boiler iron is quoted at 5½ cents, the bill for the difference in price cannot be approved, but still should be reduced one-half a cent a pound."

To this we reply:

First. That slight inquiry by the bureau in the markets will show that the mercantile community by no means accepts a printed price current as an arbiter of the values of their merchandise. It is never accepted as an appeal, but as a reference—as an approximation. We assert confidentially that not a copy of an extended price current can be found in which articles are not misquoted through misprint, error in description, or failure to correct by changes in the market; and in which, also, articles are quoted not to be obtained at all in quantities required.

In the New York Price Current of September 26, before us, refined English bar iron is quoted at $80 per ton. We have paid $87 50 to $90 for the same for months past. The uncertainty of prices current as conclusive authority for the decision of market values is specially apparent from the well-known fact that quotations therein, being furnished by dealers in the respective articles, are frequently influenced by the interests of said dealers, as speculators, buyers or sellers.

Second. The iron wanted for ordnance could not be found in this country of English flange iron. We sent this forenoon to the leading iron house in this city for a price to this article. The reply was, "not enough in the market for a quotation."

Third. The iron we furnished, not English flange, but Pennock American C No. 1, of superior quality of that grade, as can be proved, was cut to dimension, and delivered from Pennsylvania into the Charlestown yard.

We never heard of Messrs. Pennock until requested to order their iron, as it had been found best among four or five brands.

It is surprising to us that the bureau, ignoring the statement of a respectbale iron manufacturing firm, as to the market price of its own productions, of which it is the only judge, should substitute instead an irresponsible printed quotation for another article.

We cannot but believe that the bureau will, upon consideration, admit that it has refused a just claim upon irrelevant and insufficient grounds.

We trust it will not be found less eager than ourselves to adjust a mistake occurring without fault to any party.

We remain, your most obedient servants,

SMITH BROS. & CO.

The CHIEF OF THE BUREAU OF ORDNANCE,
Washington, D. C.

BOSTON, *October* 27, 1863.

SIR: We addressed the bureau under date of the second of October, in reply to its decision: "That, as by the New York Price Current, the best English flange iron is quoted at five and one-quarter cents, the bill for the difference in price (presented by us) cannot be approved, but should still be reduced one-half a cent per pound."

To this communication we have had no reply, and would respectfully inquire whether it was received. We presume it escaped the attention of the bureau, through pressure of business.

We would by no means have it inferred that we extend this correspondence merely for the sake of the amount in question.

But the bureau may not have considered that, by the decision above quoted,

an imputation is made of wrong on our part; the more discreditable, and even audacious, if, in face of an overcharge, a claim is filed for further allowance.

We believe we have conclusively shown, in our letter above mentioned, that not only was this charge against us unwarranted, but that our claim for additional price was just.

We therefore solicit the early attention of the bureau to our reply.

Doubtless it will respect our watchfulness of a record against our honor as merchants. We venture to believe that our character is our best estate; and with this estimate upon it, would hold it as free from reproach in small as in large transactions.

We remain your most obedient servants,

SMITH BROTHERS & CO.

Captain H. A. WISE,
Chief of the Bureau of Ordnance.

BUREAU OF ORDNANCE, NAVY DEPARTMENT,
Washington City, October 29, 1863.

SIRS: Your letter of the 27th instant has just been received, as was also your letter of October 2.

As the bureau has had no communication with you on the subject you refer to, (the letter you answered having been written to the navy agent at Boston,) it accounts for its not replying to your letter of the 2d instant, as it supposed the whole matter would have been settled by him. As the case stands, it appears to be a very plain one, viz:

An inferior article of iron was furnished, and charged at eight and a quarter cents per pound, to which price the inspector of ordnance objected, and it was reduced by you to five and three-quarters cents per pound. Another bill was then presented (for which the bureau refuses to pay) for the difference between 5¾ and 6¼ cents per pound, the latter price being obtained by you from Messrs. C. E. Pennock & Co., iron manufacturers, on the ground that they were not willing to furnish that quality of iron at a lower rate.

With reference to the price as named by this party, the bureau has nothing whatever to do, and takes the price as quoted in the Price Current of the date the iron was furnished as a guide, in which the best English flange boiler iron was quoted at five and a quarter cents per pound.

With regard to any imputation being cast on your character as merchants, the bureau desires to inform you that it knows no parties in the matter whatever, except the inspector of ordnance and the navy agent at Boston.

I am, sirs, your obedient servant,

H. A. WISE,
Chief of Bureau ad interim.

Messrs. SMITH BROTHERS & CO.,
Iron Merchants, Boston, Massachusetts.

BOSTON, *November* 5, 1863.

SIR: We have your letter of the 29th ultimo. Inasmuch as our letter of October 2 set forth, as we believed, cogent reasons for a reconsideration of a decision of the bureau affecting our good name as merchants, we expected a reply, without special request therefor, by ours of the 27th ultimo.

In restating the case in question, you say "that an inferior article of iron was furnished at eight and one quarter cents per pound, to which price the inspector objected, and it was reduced to five and three-quarters cents."

We have previously complained of this style of allusion to the error by which the price was first made eight and a quarter cents, not only as unfair, but as irrelevant to the question now in abeyance. It is manifestly unjust to us thus to record a partial statement, apparently prejudicial to us because partial, when the bureau has evidence that the overcharge was by a natural mistake, of which we were the first to give notice. In our judgment, this would not occur without special animus. The writer is not at a loss to account for it, having been requested (not for *our* vindication) to make a detailed statement of the circumstances attending the mistake above mentioned, *with reference to a controversy between officers of the department.*

You state that our claim for additional allowance of one-half cent per pound "was made on the ground that Messrs. Pennock were not willing to furnish the iron at less than six and a quarter cents." The correct statement of the ground of our claim has been clearly given, viz: that we were misled into the insufficient price of five and three quarters cents by the erroneous information of the inspector that the iron could be bought for five and a half cents. We gave the letter of Messrs. Pennock merely as a proof of the fair market value, and to show that the bureau claimed we should receive much less than the manufacturer's prices.

We are exceedingly surprised that the bureau reasserts its decision that the price for *American iron, made to dimension, delivered in the Charlestown yard,* is to be established by a subsequent quotation of an irresponsible Price Current, for *English iron, assorted sizes, at New York, in store, or ex-ship.*

If the principle is correct for one purchase, it is for all others. We wish the bureau would test its practical value by the attempt to buy merchandise upon the condition that the price to be approved must agree with that of a printed price current of a subsequent date. Experience would soon bring the bureau to the conclusion that it had not a safe criterion. We assert the decision to be extraordinary. It has excited only astonishment in the minds of merchants to whom it has been communicated.

We shall make no further application for the amount of $83 13, which is justly our due. It has not been for the money we have given ourselves the trouble. We have been unwilling to rest our demand without placing on record our view of *the unprecedented decision of the bureau, that from a Price Current it finds evidence that our price should be reduced one-half a cent per pound, when we have proof that not a pound of such iron as we furnished could be bought in the country by bureau, navy agent, or merchant, less than six and a half cents, and that the price upon our bill (five and three-quarter cents) netted us an actual loss.*

We regard the following as the most significant remark of the bureau:

"With regard to any imputation being cast upon your character as merchants, *the bureau desires to inform you that it knows no parties whatever in the matter except the inspector of ordnance and the navy agent at Boston.*"

When the bureau asserted in its reply to the navy agent, substantially, *that we had claimed an additional allowance in face of an overcharge,* it did us injustice at which we were aggrieved. Self-respect demanded vindication at our hands. We addressed ourselves respectfully to the bureau, but had no reply "because the bureau had had no communication with us" on the subject. Our second letter obtained recognition by reply, which informed us that the bureau "knew no parties whatever in the matter" except the officers with whom, we say, it had placed its injustice on record.

We claim the right to be known, heard, and considered in the case, and in defence of a principle most important to the mercantile community. When a bureau deems it its duty to communicate to officers of the department a statement so disparaging to parties concerned as the above, are the parties to be

barred by official seclusion from a direct hearing at the source where the charge had its origin?

If the nature of official correspondence is such as to place it beyond the scrutiny of merchants, when their transactions are called in question, and their good names impugned, and they are denied full, formal hearing and reply, then the prerogatives of office are to be perverted to gross injustice.

Then it will only remain for merchants, who value their good name and honor above gold, to avoid all dealings with government and government officers, and leave the business of the nation to those who have nothing of honor, reputation, and self-respect to defend. Even now many mercantile houses seek no direct dealings with government, because unwilling to commit their interests to the decision of men whose vocations have necessarily left them untrained in the usages of the mercantile world—usages which often constitute its law as well before courts as in private. This reluctance will soon become universal, when such a position as that assumed by the bureau shall be adopted by the department for its government in transactions with merchants.

They will not add this embarrassment to their ordinary fear that questions and difficulties will arise between officers inexperienced in mercantile affairs that are wholly unknown among merchants. In the dread of such experience may be seen the explanation why we have so frequently been able to offer to government large quantities of iron and other materials at lowest rates, and why so frequently there are but few bids. Houses in Boston and New York have repeatedly preferred to place their merchandise with us, allowing a commission, than to take themselves the risk of their claims through the tedious and uncertain routine of government offices, to which may be added exposure to personal discourtesy and neglect.

Our own experience has thrice been illustrative, in different bureaus, of this latter contingency.

Some eight months after our first transactions with the Navy Department, a chief of a bureau charged us, in official correspondence, with "defrauding," "palpable neglect of duty," "abuse of confidence of the government," and, therefore, of being "unworthy of the privilege of competing either for contracts or open purchases."

All this at the first discovery of discrepancies in certain vouchers, the fault for which, to use his own language in subsequent apology, was with "the copyist in the navy store, who carelessly overlooked" the schedule, and called "things by their wrong names."

Fortunately we obtained a copy of the official denunciation, and addressed the bureau, requesting "that correction should be made with those parties, either few or many, to whom our character had been wrongfully traduced." We are most happy to record that our request was fully complied with, and, in the lengthy and pleasant correspondence which ensued, the hasty language was so courteously revoked as to re-establish and confirm our respect for the writer.

But the appropriateness of this illustration to this correspondence is this: *We were* not *told by this experienced chief "that the bureau desires to inform you that it knew no parties whatever in the matter" except the government officer whom he addressed.*

In the course of our reply we remarked that, "while the interests of the government should be carefully defended, the character of merchants should not be rashly assailed."

The amount of our claim debated by this with the Bureau of Ordnance is inconsiderable. But about a year ago our claims for between $30,000 and $40,000 were suspended for months by a peremptory order from another bureau. *The difficulty in the case arose solely from a misunderstanding among officers as to instructions.* We believe these claims would not have been paid to this day had not the honorable the Secretary of the Navy (to whose ready and

patient courtesy, clear and impartial judgment, we shall always testify) overruled the decision of the chief.

On the records of the Navy Department of the extensive business we have transacted therewith during the last three years, during which we have made sales of a great variety of articles, fulfilling faithfully many contracts, the only insinuation remaining disparaging to our transactions is that contained in your letter to the navy agent, which has occasioned this prolonged correspondence.

Believing it altogether unwarranted, and therefore unjust, we have considered it worth thus much of our attention.

We remain your obedient servants,

SMITH BROTHERS & CO.

Commander H. A. WISE,
Chief of the Bureau of Ordnance, Washington, D. C.

In January, 1864, Mr. Smith proposed to Captain Wise a reference of the matter in debate to "almost any respectable mercantile house, or to the ordnance inspector, Commodore Missroon." The inspector was made umpire, and awarded an additional price to S. B. & Co., 5.85 instead of 5.75.

This established that *the quotation from the Price Current* (5¼) *was not correct;* and also that (5½) the price first claimed by the inspector was not the market rate.

The price 5.85 was given as *a manufacturer's price, expenses added*, and as the price of an article which *the inspector would have bought, not of the article* furnished by S. B. & Co.

THE PRINCIPLE *defended by them was thus maintained.*

Of late, however, it has seemed quite impossible for us to sell articles to that bureau satisfactorily, and we had, I believe, more correspondence in the month of March with the inspector as to prices than during any year preceding. The reductions on our prices in open-purchase invoices to other departments have been so trifling that they are with difficulty recalled. There have been instances of voluntary modification by ourselves from the memorandum sent in the first instance with the goods. I do not recollect an instance of a reduction to the amount of fifty dollars upon any bill that has been approved by the navy agent. When Mr. Kimball was inspector—about July, 1862—a list of twenty or more articles was presented to Commandant Montgomery as unreasonable in price, and after thorough investigation and explanation the whole list was adjusted after deductions, amounting, I am positive, to not more than fifty dollars on several hundreds or some thousands. In nearly all instances the inspector was proved to be entirely wrong. I recall one instance of gum shellac, which, if I remember rightly, was quoted as to be bought for seventy-five cents. We paid $1 25 and charged $1 30 for a small quantity, twenty pounds of refined, and offered the inspector, in the presence of the naval storekeeper, $3,000 for 3,000 pounds of the same quality. The bill for gum-shellac was approved. I would add that orders for such trifling articles outside of our line were of no account to us compared with the trouble occasioned, but were filled in order that a whole requisition might be billed in one invoice. I should state here that there were instances of reductions upon a series of bills under contract, which occurred in consequence of misunderstanding with the Bureau of Construction on the part of the authorities of the yard as to the limit of quantity in contracts. But on the large amount that went into open purchase, on the final adjustment there were no objections made to our prices by the inspector.

Question. Did you not remonstrate against delivering goods on your contingent or open contract at nominal prices?

Answer. We have never remonstrated against just claims under our con-

tracts, no matter to what extent; but when requisitions were made upon us for articles not wanted for use, or not to be claimed under the contract upon which they were required, but simply because they were cheap and in retaliation for our deliveries of articles that had been wanted that were dear, we remonstrated, and with success. The chief of the Bureau of Yards and Docks issued an order that cheap articles be required of contractors. In a letter to Admiral (then Commodore) Smith, of February 24, 1862, in speaking of this subject, after giving the particulars from our sales of losses on nominal prices, we said: "There are two sides even to government contracts. But for what purpose, you say, is this exhibit made? It is this: to demonstrate that orders should not be given, as we learn they have been. and of late repeated, to draw upon us for goods at 'nominal prices.' From the figures of our contracts, and the manner in which they have been fulfilled, protection to the interests of the government does not demand any retaliatory measures upon us. We have, we think, convincingly argued to Commandant Hudson that while we are bound, without favor, to supply the legitimate wants of the yard, as they may originate, we are not bound to fill requisitions wrested from their original shape that merchandise may be had of us at a tithe of its cost; nor are we bound to supply goods not wanted in the yard for use during the year, because they can be drawn from us for a mere nothing. It is not just that when a master painter calls for 'pure, dry white lead,' (that he may grind it and know it is pure,) it should be altered to ground lead at one-half cent, while the former is at the fair price of nine cents; that our double-thick eight-by-ten glass should be demanded, and then cut to waste, at expense, to supply cheap seven-by-nine for a temporary shed; that jackscrews worth $25 should be ordered under our contracts at $4, and then transferred to a bureau for which we did not contract to supply such jackscrews. Such demands may be sharp practice in behalf of the national treasury, but they are *unjust;* aye, more, to faithful contractors." In the latter case, of jackscrews, our argument was admitted and the order was cancelled. In a letter to Mr. Lenthall, chief of the Bureau of Construction, under date of January 7, 1863, we said: "Neither the spirit nor letter of the contracts demands of us to supply material not to be wanted until the year 1863–'44, or to furnish merchandise when demanded, because of its cheapness, in retaliation for other legitimate sales. The possible wants beyond the face of the contracts are a matter in which the government and contractor take their chance of advantage or loss as the necessity for use may arise."

Question. Did you not deliver goods largely in excess of the stipulated quantity under such contracts at the higher prices?

Answer. The contracts for the Bureau of Construction stipulated an unlimited quantity for everything in the early part of our business with the department. Those for the Bureau of Yards and Docks, while expressing a limit in quantities, were treated according to the precedent of former years, as though unlimited. On our contracts that admitted it, goods were required in excess at the higher prices and we delivered them. With reference to the higher prices alluded to, as in contrast with the low or minimum prices under the old contract system, we wish to state that our information as to the method for obtaining contracts under said system and the nature of said contracts was drawn from the reports of the Navy Department from the years 1855–'56 to 1860–'61, wherein we found the most anomalous prices for merchandise, evidently according to the estimate of articles to be wanted. For instance, in the report of 1855–'56, round iron four cents a pound, thimble iron one cent per pound; copal varnish $3 per gallon, coach varnish two cents per gallon; and in 1860–'61, small augers $8 per dozen, large augers $4 per dozen; flat, smooth files, very costly, at $2 per dozen, flat bastard files, a common article, at $8 per dozen; padlocks, iron, fifty cents apiece, padlocks, brass, costly, five cents each; spades fifteen cents each, shovels $1 25 each; and under the Bureau of Con-

struction, small iron three and a half cents per pound, large iron one cent per pound. I found also in the report of the House Select Committee on Naval Affairs, of 1859, the case of a contract for railroad iron at eighty cents per ton, worth $70 It was with such precedents before us, and under such a system established, that we were compelled to enter the competition, to compete according to it, or else not to compete at all. As has been previously stated, within six months after the signature of our first contract, our letters were on file in the department entering protests against such a system of business, and expressing our desire for its reform; and further arguing that for any anomalous results of profit or loss accruing from such a system, the system was responsible, and not the merchant who was compelled to use it.

Question. You object to such contracts because you are not informed of the specific quantity, as not conformable to mercantile usage. Have you not made open contracts for the supply of articles you might be called upon to supply for the navy, in which you can call for more or less, or none at all? If so, who are the contractors, what the articles, and the conditions of the contract?

Answer. We have made but very few contracts for the supply of the indefinite quantity of merchandise we might require for our contracts. We can name brushes with F. McLaughlin, hose with Shelton and Cheever, and, as we argued, one for iron with the Kinsley Iron Company; but the latter was compromised from a misunderstanding as to the quantity, being beyond the schedule. There can, however, be no just comparison between such contracts as these named and those of the bureaus for unlimited quantities, for, like white chalk and white sugar, they were alike in only one point of resemblance. Our contracts with the Bureau of Construction for iron or brushes specified the most anomalous prices for articles, irrespective of their value—the inevitable result of a system of bidding which awarded contracts for unlimited quantities to the lowest bids in the aggregate upon a *fractional* schedule; but when we contracted with manufacturers we were obliged to pay a just price for each and every article according to its valve. We objected, therefore, to the navy contracts as not conformable to mercantile usage, and in our letter to Admiral Smith, of February 24, 1862, discussing this subject, we said:

"The contract system, as now existing in two bureaus of the Navy Department, is essentially wrong in contracting for a continued supply of a large assortment of goods upon the lowest aggregate for a fractional schedule. Instead of a clearly defined contract, indicating what the buyer is to receive, and the seller to give during its continuance, the result is a *lottery* to each."

We made no formal contracts with the above-named parties. In all, or nearly all, the arrangement was verbal, based upon a quotation given, the quotations being fair prices for the articles or sizes of the merchandise to be supplied.

Question. Do you know of any materials to be furnished or work to be done for the navy which the navy agent had engaged, or is said to have engaged, at a higher rate of compensation than was actually required for good materials and work? If so, state when and where such engagements were made, with whom, and the prices engaged and the prices paid.

Answer. I know of no such case.

Question. Do you know Mr. Merriam, master machinist at the navy yard, Charlestown? If yea, what is your opinion of his character as a man and a machinist?

Answer. Yes, I know him. As a man, conscientious and honest; as a machinist, a genius, thorough and scientific, judging him from his powers of analysis, love of investigation, and enthusiasm for his vocation. Further I am not competent to judge.

Question. Have you ever had any conversation with him in regard to his wants and in regard to his inspections? If so, when and where, and what was said?

Answer. Yes; as to his wants, very frequently at the expenditure of time otherwise valuable to myself; so frequently that it would be impossible to state when or where.

First. Conversations as to what, under our contracts, he was in immediate haste for, because it has been a matter of ambition with our house to respond promptly to the demands of the yard, that we might aid the government in supplying a navy and obtain credit with the authorities. Our contracts allowed fifteen days for delivery. When Mr. Merriam or any other master workman has required material at once, we have not waited fifteen days, although we might be at a disadvantage in buying, as the records will show, and as we could appeal to the naval storekeeper to testify. During the past two years, as is well known, it has been very difficult to supply many articles, especially of a standard quality, upon immediate call, at times impossible for weeks and months.

Second. Conversations occasionally as to what he might want and which might be difficult to obtain. In the same manner I have conversed frequently with Captain Green, ordnance inspector; at times with Purser Wilson and Commodore Missroon. Many times Smith Brothers & Co. have delivered merchandise on their urgent request, in advance of any requisition, as the result of those conferences, rendering important service to the government.

These remarks should be understood as applicable to the period above a year ago. Having found that such conferences and services received no thanks, but rather raised suspicion on the part of the bureaus, our firm have quite abandoned all visitation of the yard in person. I have myself averaged hardly more than once or twice a month the past year, whereas previously I was over nearly every day. For the past year Mr. Dunnels, in our employment, has visited the yard for necessary information. I think I have not been within the gates more than once a week for a year past on the average, and hardly at all for six months.

Question. Does he (Merriam) inspect a large portion or any of the goods you supply? If yea, do you consider him a fair, just inspector?

Answer. I cannot say as to what goods he inspects; never saw him inspecting goods but in a few instances; recall him pointing out plates of iron to us that would not flange, and therefore to be returned to us under our warrant; had no interest as to the party inspecting our merchandise if he were disposed to be just toward the government and ourselves. I believe Mr. Merriam, and have known him at our cost to be strictly conscientious in this respect. During the year from July, 1862, to July, 1863, we were agents for the Whipple File Company in New York, and had the greatest interest in the introduction of the Whipple files to the market. Immediately after the beginning of their agency we solicited Mr. Merriam to accept an invoice of Whipple files under our contract, claiming for them that they would prove of satisfactory quality, and also upon the ground that it was due to the encouragement of American manufactures. He expressed fears concerning them on account of the mode of manufacture, but consented to receive a part of the contract in files of the coarsest description. Immediately upon trial Mr. Merriam expressed positive dissatisfaction, and said he would not receive thenceforward any but hand-cut files. The schedule for files for the year ending June 30, 1863, required "the above files and rasps to be hand-cut and of the best quality." When this was observed by me, I remonstrated with Mr. Merriam upon the first opportunity that such an expression published a condemnation of all machine-cut files; that if he would not accept machine-cut files, we would buy English for the yard at twenty per cent. greater cost, as we did for our entire contract for the year 1862–'63, while we were active agents of the Whipple File Company, and sold during this period, in the cities of New York and Boston, Whipple files to the amount of $75,000.

As to inspection, we considered Mr. Kimball inspector for all goods at open

purchase and contract, as he so informed me. Since Mr. Kimball's decease Mr. Lapham has been his successor, as I judge by the signature upon my bills; have never seen Mr. Lapham; have cared nothing as to inspection, having said that we were ready to exchange and make goods satisfactory if they were not satisfactory, and having bargained also (as, for instance, with Shelton & Cheever, F. M. Laughlin, and others,) that their merchandise should be made satisfactory to the inspection at the yard. We wish here also to record the very great difficulty merchants have labored under the past two years in obtaining merchandise of any special standard quality, owing to the great scarcity in the markets.

Question. Have you ever discovered any fraud, or attempt at fraud, and do you believe that fraud has been practiced, in the inspection of the articles you delivered at that yard?

Answer. I cannot say that I have discovered any frauds. I suppose it is not intended to ask me, personally, whether I am conscious of frauds committed by the firm of Smith Brothers & Co.; but, although I might, I suppose, protest against such a question, I will improve this opportunity to record upon the solemnity of an oath, that I know of no act or transaction in which the government has been defrauded, by said firm, to the value of a dollar, or in which they have attempted so to do. I have of late very rarely entered the navy store—I think, but once for a year—and have had, therefore, no opportunity to observe frauds in quantities or qualities of merchandise; have seen samples of oil, in bottles, in Mr. Merriam's office, which appeared so very bad that I believed if such oil had been delivered to the government for best sperm there had been fraud.

Question. An inspector by the name of Kimball was appointed at said yard. Did you ever remonstrate against him as inspector, or did you employ any one, or, with your knowledge and consent, did any one apply to the department, or to the commandant, to have this inspector removed? If so, why, and for what reasons?

Answer. I remonstrated against Mr. Kimball as an inspector, honestly believing him not only incompetent but unfair, and capable of being influenced by corrupt motives. For his incompetency I beg leave to call the attention of the committee to a *fac simile* of a letter of said Kimball, of December 31, 1862, attached to a paper, marked A, and which I place with the committee as a further reply to the explanations of the bureaus upon my "analysis of certain contracts." I will add, also, that the orthography, quoted on page 4 of said paper, is but a specimen of very much that I have seen from the hand of the late inspector. Unexpectedly, a manufacturer incidentally stated, in our counting-room, when we were not aware that he knew the man, that a Captain Kimball had been to his shop to induce him to collude with him for the sale of cloth to the Charlestown, Brooklyn, and other yards. The name of the manufacturer is F. K. Sibley, of Auburndale, Massachusetts. An original letter of Sibley, of November, 1862, in reply to ours, in which we sought to identify the party as Kimball, the inspector, is attached to paper marked "A." Afterwards receiving satisfactory evidence that he was corrupt, I felt it my duty to place the facts with Commandant Montgomery, as stated in paper marked A. The statement in which paper A is, is true to my best knowledge and belief.

Question. Did you employ Dr. Stone, as your agent, to come to Washington, or go elsewhere on your behalf and on your business? If yea, when and where did he go, how often, and on what business; and did you pay him any compensation in any manner for his services? If so, how much?

Answer. I did employ Dr. Stone to assist me in obtaining government business. Dr. Stone had been a most intimate friend with me since leaving college. We had been for years on confidential terms. I believed him strictly honest and conscientious, who would do no wrong for business advantage to himself or

myself. Some time prior to the appointment of the navy agent I consulted with him as to the prospect for my securing navy business. He obtained for me the reports of the Navy Department for several years. We analyzed carefully the contracts published therein to discover the system and *modus operandi* for obtaining contracts. He visited Washington in my behalf, also, for information; introduced me to the honorable Secretary of the Navy, to whom I made known my intentions, and to whom I addressed a letter of indorsement from the honorable A. H. Rice. For about a year, until I learned the business and became acquainted with the departments, he devoted much time and effort to my interests; came to Washington at the first bidding; obtained a note from the honorable Secretary to Commodore Smith, asking that we might inspect the opening of bids, the commodore having objected. Having understood that Admiral Smith asserts that there was no objection made by him to the presence of Doctor Stone and myself, I still state confidently my belief that it was at the solicitation of Doctor Stone, after his understanding that there were objections, that the Secretary of the Navy addressed a note to Admiral Smith asking our admission; and the honorable Mr. Gooch, of the House of Representatives, happening to be present at the time, joined in our request to the Secretary. I request that Mr. Gooch may be examined on this point. Doctor Stone afterwards proceeded to Washington to bring me the facts as to a bidding, he having obtained entrance to the bidding against Mr. Lenthall's objections, according to his statement to me. He came repeatedly to Washington for information; was my bondsman; came to Washington also to ascertain if there were not army, ordnance, or Indian contracts which could be obtained to the advantage of our house. When government was delinquent in paying us, he at times loaned us money; aided us in obtaining loans on State street, in Boston, at other banks than our own, in the dark period of 1861 and 1862, when it was very difficult for us to obtain loans on government vouchers, and when government owed us one to two hundred thousand dollars three or four months that was due in thirty days. I consider the question as to the compensation made by myself to Doctor Stone for such services a private matter, not proper or pertinent to this investigation, especially considering the decease of Doctor Stone, and I ask the decision of the committee on the question.

Mr. HALE. The committee think the question is not pertinent, and the witness may answer or not, as he pleases.

The witness: I decline to answer, but I will say that from the time Doctor Stone assumed the office of United States collector—about a year and a half ago, I think—he did nothing whatever of consequence for us. I saw him but very rarely during the last six months of his life. It is solely on account of the habitual reticence of Doctor Stone as to his private matters while living, that I am now unwilling to testify as to said private matters subsequent to his decease.

Question. Have you ever charged or attempted to charge any profit or commission on any chattels of any kind which you did not order or receive an order to purchase? If yea, state the articles and the amount and reasons for such charge.

Answer. I know of no such case except where I have anticipated requisitions for the accommodation of the commandant and the officers of the yard. On a Saturday afternoon, I was once requested by Commandant Hudson, by a note through a clerk, to supply immediately a suit of chains and anchors for the Wachusett. The stores were closing, and it was with the greatest difficulty it was accomplished. In other instances, parties in great haste have selected articles in advance of requisitions, a course always objected to by us as occasioning us at times great inconvenience and trouble.

Question. In the articles you have stated as contracted for at exorbitant prices, and on which you have assumed the profits at the prices you charged, or would have charged for similar articles, do you know that these articles referred to

were of the same class, quality, and cost as those you state as your price for them; and were not the offers invited for them by advertisements once a week for four weeks, and were they not open to all who chose to bid?

Answer. I believe the articles estimated upon by me in comparison were of the same or of better quality than those contemplated in the contract; most of them, as in the case of the wrench contract at Kittery, were for articles such as we supplied at Kittery and Charlestown, and which were satisfactory. At Kittery, the officers in charge stated that we had furnished better goods and more promptly than other parties for a long time. The offers were invited by advertisement, and the bids were open to all; but my argument was that parties were informed of the classes, as in the wrench contract, on which no bids were received.

Question. Have you, or has any one in your knowledge, ever conversed with any of the employés in the navy yard as to their wants, and description of articles which would be wanted, or which would be required and recommended to be purchased? If so, who, how often, of whom, and all the circumstances?

Answer. I believe I have fully covered this question in reply to interrogatory No. 12.

Question. In your pamphlet, page 4, you say "the result of these errors being in such loss to the government and such gain to the contractors as to suggest that they could not have been in all intents miscalculations;" and on page 17, to carry out the plan intimated by you of purposely consummating contracts or exorbitant bids, you say "the ring entered the offices of the department in its circuit; some parties in the interest of A, B, C, D, had the keys of the drawers of the bureau." These statements clearly intimate that fraud has been committed intentionally in the bureaus. Please state from your own knowledge what parties and whose drawers they had the keys of, and your impression and opinion of the character of the chiefs of the bureaus and their clerks, as to their knowledge and complicity in committing frauds on the government, and on what information your knowledge or belief is based.

Answer. In my former testimony before this committee, I gave in full, I believe, all the facts from my own knowledge bearing on the matter. I had not proof sufficient to warrant my judgment, I mean my personal conviction, of any one individual of the wrong which I believed had been committed. By some parties having the keys of the drawers of the bureaus, I meant figuratively to imply that some parties holding the secrets of the bureaus had betrayed them. I felt it my most unwelcome duty, from the facts within my knowledge, and those discovered in the report of the honorable Secretary, to trace the wrong to the bureaus for investigation, but have not further sufficient proof to warrant here a judgment as to the parties responsible; and I presume that my impressions or opinions not based upon legal evidence are not proper matters for testimony before this committee. The position of witnesses in the case is sufficiently responsible and unpleasant. I do not consider it right or just to put interrogatories which would make me a judge.

Question. How often have you probably visited the navy yard at Charlestown since you have been a contractor; and have you in any of these visits suggested to any parties how they should conduct the business?

Answer. I visited the yard very frequently during the first two years of my business, but very rarely the past year. I have not suggested to parties in the yard improvements in the system of business, believing the system to originate in and be directed from Washington, but have often remarked that reforms were needed.

Question. What was the yearly amount of the sales of the house of Smith Brothers & Co. prior to their contracts and sales to government, and what has it been since?

Answer. That is a question concerning my private affairs, to which I consider

that I have a right to take exception, as not pertinent or proper; and yet as reticence may be misjudged, I will answer frankly. The sales of Smith Brothers & Co., in Boston, for the year to February, 1861, were about $150,000. In 1862 we opened a branch house in New York, 28 Warren street. Since 1861 our sales in our regular business to February, 1864, have been from $600,000 to $700,000, and our sales to government meanwhile about $1,000,000. The profits on the former I believe to have equalled the profits on the latter, the percentage of profits having been relatively to the sales much larger upon our ordinary business than our government business. With reference to our said sales of one million dollars' worth to government, it should be stated that I estimate from $400,000 to $500,000 of said sales were sales under our formal contracts with the bureaus of the Navy Department under their published advertisements for bids. I believe that the average per-centage of profit on said sales has not exceeded a fair mercantile rate, while to the government, in the aggregate, they have been extremely profitable and advantageous. Under the last contracts which we made with the government, about August, 1863, amounting to about $150,000, before the delivery of the merchandise was completed, such had been the advance on merchandise that there must have been a saving to the government of from $40,000 to $50,000 by the contracts. We are now delivering iron to government under that contract at about $95 per ton that is worth $140 readily in the market. During the whole period of our contract business with the department, there has been such constant advance upon merchandise as to make the contracts advantageous to the government.

Under the old contract system, which was amended through our efforts by the act of March 3, 1863, there were most anomalous deliveries, as I understand has been shown by Mr. Ellis. For said deliveries we were in nowise responsible, and as to profit or loss were entirely independent of our will in the matter. The contracts were obligatory upon us to deliver merchandise as demanded. We delivered according to the formal requisitions upon us, and for the results the system was responsible.

With reference, further, to the sales to government, about $200,000 to $250,000 have been obtained by successful bids in response to public advertisements, and were principally for sales of pig iron. The sales of pig iron also by us to the government, under these public advertisements, were exceedingly advantageous to the government. On one contract for pig iron, at $25 per ton, we delivered large quantities when it had advanced to from $33 to $38 per ton. The balance of said amount of sales to government represents the amount of open purchases received by us during a period of three years, and in relation to a large number of contracts.

Question. Is Mr. Norton, navy agent, in any way concerned in your firm as a silent partner, or otherwise, and has he ever been; and has he or is he to receive any gratuity, commission, or compensation from you, or through your agency?

Answer. He is not interested in our house as silent partner or otherwise, nor has he ever been; and he has not received, and is not to receive, from our house or through its agency, any gratuity, commission, or compensation for the business we have received through his agency.

Question. Did you sell a quantity of files to Mr. J. L. Savage? If yea, what was the bargain and what the result?

Answer. I did not. No files were ever sold to Mr. J. L. Savage by the Boston house of Smith Brothers & Co. Mr. Foster, the managing man for the New York house of Smith Brothers & Co., did sell Mr. Savage files at sundry times, as per statement of account current here presented from the duplicate ledger of the New York house. Mr. Foster has been only a nominal partner of Smith Brothers & Co. since 1861, the copartnership having then expired. Since that time, B. G. & F. W. Smith have been the only active

responsible partners in the house, furnishing all capital and taking all risks. Said Smith Brothers have managed entirely and exclusively all sales to government direct. Mr. Foster, as New York manager, sold files to Mr. Savage and many other parties under the agency in New York. Concerning the question addressed to Smith Brothers & Co., on this point, I beg leave to place herewith the deposition of Alonzo A. Foster, of Brooklyn, N. Y.

Question. Were not those files, or a portion of them, after being returned to you after being rejected at the Washington yard, sent to the Charlestown navy yard and received?

Answer. They were never returned to Boston, or to Charlestown, or to Smith Brothers & Co., at all. I beg leave, as proof of this, to refer to a certified leger account of J. L. Savage with Smith Brothers & Co., showing that he never returned but $23 75 worth of merchandise, and also the letter of J. L. Savage, of September 16, 1862, stating "I have concluded to keep the files and turn them into stock, and work them off in that way. I enclose draft on New York for balance, $394, which please acknowledge." The original letter is here.

"I, Alonzo A. Foster, of Brooklyn, in the county of Kings, State of New York, hardware merchant, of the age of thirty-five years, on oath depose and say, in answer to the several interrogatories and cross-interrogatories annexed, that I will testify the truth, the whole truth, and nothing but the truth.

"Question 1. Did you sell files to J. L. Savage, for the Washington navy yard, which were rejected?

"Answer. Yes.

"Question 2. Did you visit the Washington navy yard to inquire why those files were rejected?

"Answer. Yes.

"Question 3. What was said?

"Answer. Mr. Wilson and others objected to the *cut* of the files, and remarked that if the *cut* could be perfected, he would consent to another trial. He was pleased with the general appearance of the files.

"Question 4. What disposition was made of the files?

"Answer. Do not know.

"Question 5. Were they returned to Boston, and sent to the Charlestown navy yard?

"Answer. They were not returned to us, (S. B. & Co., New York.)

"Question 6. Did you say that 'if you had greased the wheels' the files might have been accepted?

"Answer. No.

"Question 7. When were the files sent to the Washington navy yard sold?

"Answer. Sold to Mr. J. L. Savage July ninth, (9th,) eighteen hundred and sixty-two, (1862.) Have no knowledge when they were sent to the Washington navy yard.

"Question 8. How many, and what kinds?

"Answer. Do not know.

"Question 9. When did you go to Washington?

"Answer. Have no record of the date.

"Question 10. Who did you see?

"Answer. Mr. Wilson and others.

"Question 11. Who else was present?

"Answer. Mr. J. L. Savage.

"Question 12. How long were you there?

"Answer. Three or four hours.

"Question 13. Did you examine all the lot of files, or *see* all the lot?

"Answer. Did not see any particular lot?

"Question 14. Did you say anything about Charlestown?

"Answer. Did say that the Boston house had sold Whipple files into the Charlestown navy yard.

"Question 15. Did you say that they could be passed there?

"Answer. No recollection of saying so.

"Question 16. Did you have a second interview in the Washington yard?

"Answer. I did, on the same day; had general conversation with Mr. Wilson at his office.

"ALONZO A. FOSTER.

"STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

"Alonzo A. Foster, being duly sworn, says that he has read the foregoing deposition by him subscribed, and the answers to the several interrogatories therein propounded, and that the same is, and the said several answers to interrogatories are, true.

"ALONZO A. FOSTER.

"Sworn and subscribed before me this 4th day of May, A. D. 1864.

[SEAL.] "J. F. HARRISON,

"*Notary Public, New York City.*"

"WASHINGTON, D. C., *September* 13, 1862.

"GENTS: I have concluded to keep the files and turn them into stock, and work them off in that way.

"I enclose draft on New York for the balance, $394; which please acknowledge, and much oblige, yours truly,

"JOS. L. SAVAGE."

"Messrs. SMITH BROTHERS & Co."

Dr. *J. L. Savage.* **Cr.**

			Jour. p.					Jour. p.	
1862.					1862.				
February	1	For merchandise ..... S..	293	$103 75	March	3	By cash, $70 73; merchandise, $23 75; and discount, $9 27 ..... J..	3	$103 75
March	19	.....do	305	133 50	May	6	By cash and discount, $100 33, $9 92 ..... J..	8	110 25
April	4	.....do	315	52 00	January	14	By cash, dis't, and error, $150 27, $14 94, 75 cts . J..	18	165 96
March	15	.....do ..... F..	1	110 25	August	12	By cash ..... J..	35	600 00
May	14	.....do ..... F..	8	116 02	September	15	.....do ..... J..	48	394 00
	21	.....do ..... F..	8	49 94	December	—	By item, March 19, dr. $133 50, same as $110 25. J..	.....	133 50
June	16	.....do ..... F..	11	104 12			By discounts to balance	.....	12 87
	25	.....do ..... F..	12	45 22			By balance to accounts	.....	52 00
	28	.....do ..... F..	12	84 33					
July	1	.....do ..... F..	13	66 95					
	9	.....do ..... F..	13	536 32					
	11	.....do ..... F..	13	7 23					
	12	.....do ..... F..	13	162 70					
				1,572 33					1,572 33
December	—	To balance, April 4	.....	52 00	1863.				
	19	To merchandise ..... S..	30	129 55	January	15	By merchandise short ..... J..	94	6 28
	19	.....do ..... F, S..	30	32 89	February	6	By cash ..... J..	103	528 16
	23	.....do ..... S, nt..	30	123 15		6	By discount and expenses ..... J..	103	3 30
	29	.....do ..... S, nt..	31	179 15	June	19	By cash and discount ..... J..	159	139 02
	29	.....do ..... S, nt..	31	21 00					
1863.									
January	5	.....do ..... S..	32	63 25					
	29	.....do ..... S, nt..	34	6 40					
February	18	.....do ..... S..	37	69 37					
				676 76					676 76
September	9	To merchandise ..... S, nt..	6	108 38	December	22	By cash ..... J..	218	396 64
November	10	.....do ..... S, nt..	66	78 25	1864.				
	11	.....do ..... S, nt..	66	108 38	January	23	.....do ..... J..	229	100 00
	30	.....do ..... J. B. S. & Co ..... F..	686	101 63					
December	2	.....do ..... S, nt..	68	100 00					
				496 64					496 64

True copy taken from Smith Bros. & Co.'s "Duplicate New York leger."

Attest:

Witness: E. P. Dunnels.

EDW. J. COFFIN.

Question. Did you not intimate to Mr. Savage that they might have been received at the Washington yard if he had "greased the wheels," or something to that effect?

Answer. The interrogatory has reference solely to Alonzo A. Foster, and is answered by his deposition. I say, no, I never had any conversation with Mr. Savage about the files, and Mr. Foster denies that charge in his deposition.

Question. Is Mr. Norton interested with you in any business operations other than furnishing supplies to the government?

Answer. He is not, of any nature whatever, nor has he ever been.

Question. Is Mr. Merriam, master machinist in the Boston yard, interested with you in any business operations, or is he related to you by marriage or otherwise?

Answer. Mr. Merriam is not and never has been interested with Smith Brothers & Co. in any business operations, nor is he related to us by marriage or in any other way.

Question. Have you ever consulted with or been consulted by the master workmen in the navy yard in reference to getting up the schedule for annual supplies?

Answer. I think positively never. The only instance of the kind, if any, was with reference to the schedules for yards and docks for the year 1861–'62. I may have seen the schedules of those either in Mr. Billings's office or in that of the master machinist or naval storekeeper. I remarked at the time they were being prepared, to Mr. Merriam and Mr. Billings, the civil engineer, that, so far as Smith Brothers & Co. were concerned, they wanted straight honest schedules for precisely the government wants.

Question. Have you ever seen the schedules before they were forwarded to the bureau? If yea, did it not give you an advantage in bidding over others?

Answer. If I have seen them, as above stated, I consider that I obtained no advantage over any other parties in bidding.

Question. Have you not received from the navy agent orders to furnish sundry tools, pumps, &c., and repairs of same? If yea, have you furnished them at the manufacturer's price? If not, what profit did you charge on the manufacturer's price, and whom did yon employ to furnish such tools, or any tools; and could not the navy agent have procured them at the market price as well as you?

Answer. We have furnished several times assorted tools, &c., for vessels on requisitions which may have had therein items for repairs, &c. In such case we have charged only very moderate commissions, varying much according to the article, the trouble, expense, &c., attending the finding and buying thereof. Sometimes the delay of an article has caused us a large loss of interest. These assorted requisitions have been the most troublesome and expensive part of our business, and the commissions thereon, which we believed would average only ten to twelve and a half per cent., have not fairly compensated us as merchants. We think it would have been impracticable for the navy agent to fill such requisitions at all without the help of those experienced in the specialty of navy supplies, and without the outlay of very much time and trouble. We will add that, upon a careful investigation of our business at the close of the last business year, we found that our sales to government had averaged a very much less percentage than sales of a similar character in our ordinary business, and which latter sales were attended by very much less care, labor, vexation, and responsibility.

By Mr. Doolittle:

Question. Some of your bids have been shown in the course of the examination in which you bid for Scotch pig iron, say, one dollar a ton, while for American iron you bid thirty-six dollars a ton. At the time of making this

bid was not the Scotch pig iron in the market really worth as much as the American?

Answer. I think about the same.

Question. How could you as a business man venture to bid to furnish iron worth twenty-five or thirty dollars a ton at one dollar?

Answer. With reference to the particular articles of Scotch pig iron and American pig iron, I remember that I inquired of founders in Boston, and they told me that they used at that time almost entirely American pig iron for their castings, using the Scotch solely to soften the castings. They used very little Scotch in proportion to the American, the American becoming harder, the Scotch softer. I did it, therefore, based upon that information, upon the probability that but little Scotch would be required proportionally to the American. I will here state, however, that in reference to such bids as Scotch pig iron and all others where there were articles at minimum rates, we considered that we took a large risk upon us in the chances of the requisitions. That was one very disagreeable feature.

Question. At the time when you bid for the American and Scotch iron what was the real market value of iron?

Answer. I am unable now to say.

Question. Was it not about twenty-five dollars a ton?

Answer. About twenty-five dollars, I should think.

Question. So on the American iron you bid at eleven dollars a ton above the market price, and on the Scotch pig you bid twenty-four dollars below?

Answer. Yes, sir; and with the expectation that the demand probably, as above stated, for a larger quantity of American than of Scotch would cover the probable loss on the Scotch.

Question. Why not bid just fairly what you thought was the fair price of the American pig iron and of the Scotch pig iron, with a fair profit added for yourselves?

Answer. I will state that I am very glad the question has been asked in that shape, because I think I shall be enabled to make it clear. The mode which had been practiced, upon which the bidding had been conducted for several years, as previously stated in my testimony to-day, and which was at the foundation of all this fictitious bidding, was that inasmuch as the law required that the contracts should be awarded to the lowest bidder in the aggregate—absolutely the lowest bidder in the aggregate—a system had become established, as may be seen from the reports of the Navy Department, of competition in bidding by which the aggregate for the schedules proposed was actually less than the real cost of the same goods in the market. The analysis of the contracts as published, as previously stated, will show this statement to be true. In order to bring the aggregate of a bid to the lowest possible point in the competition, and thus secure the contract, the most anomalous prices had been applied to those articles, as is now illustrated by a reference to the Scotch pig iron and American pig iron.

Question. Was it not a regular lottery—a gambling operation any how?

Answer. I will add that in a minute; I have previously so stated to the department. I have already quoted from the reports of 1860–'61, where these prices are much more anomalous than in the instance of Scotch and American iron, now quoted from our contract. There is the case of railroad iron, commented on by Admiral Smith, where the Bureau of Yards and Docks, in 1859 or prior, entered into a contract for railroad iron worth seventy dollars per ton, at eighty cents per ton. This system was a lottery both to the government and the dealer. Its success for profit depended upon the accuracy of the judgment of the bidder as to the articles that would really be required in considerable quantities.

Question. Have you not reason to believe that persons, in making these bids,

sometimes had some knowledge or information or understanding with machinists, or somebody or other about the yards, as to how much would be called for of a given article?

Answer. That is quite a probable supposition; but as I have stated, in the case of Smith Brothers & Co., preparing their first bids, they followed the lead of the published contracts of the department, wherein can be seen at a glance the articles which were placed at very high prices, and articles placed at very low prices, and which were plain indices for their judgment in this respect. I will instance that flat bastard files will be found at very large prices in these published reports, and fine machinists' files at two cents per dozen, worth, perhaps, $10 to $15 per dozen. In the report of 1860-'61, will be found some of the most costly machinists' files offered at two cents per dozen. It is generally known by dealers and mechanics that the flat bastard file is used in very large quantities, compared with others. I quote instances from the pub lished reports of the Secretary of the Navy:

REPORT OF THE SECRETARY OF THE NAVY.—1857-'58.

" *Contract of Bureau of Yards and Docks, with W. T. Capps.*

" 50 tons best American railroad iron, in lengths of 20 feet, notched for laying, 80 cents per ton.....	*Vide* Report, p. 758.

" *Contract with Horton, Hall & Co.*

Round iron, 5 cents per pound.....	*Vide* Report, p. 121.
" Iron wire, 1 cent per pound.....	
&c., &c.....	
" 12-inch flat files, $8—(bastard)	*Vide* Report, p. 122.
" 16-inch flat files, $2—(smooth)	
&c., &c.....	
" Sheet lead, 10 cents per pound.....	*Vide* Report, p. 126.
" Sheet brass, 2 cents per pound.....	
&c., &c.....	
" Sperm oil, $1 40 per gallon.....	*Vide* Rport, p. 131.
" Neat's-foot oil, 10 cents per gallon.	

" *Contract with J. L. Savage.*

" Half-round bastard files, 14-inch, $10, (worth $6,)....	*Vid* Report, p. 184.
" Stubbs's half-round dead smooth files, 12-inch, 2 cents, (worth $15).....	
"Three-square files, 10-inch, 1 cent, (worth $4).....	

" *Contract with Allyn, Rose & Co.*

" Cut nails, 4*d.* to 40*d.*, 3¾ cents per pound.....	*Vide* Report, p. 182.
" Cut nails, 4½-inch, ¼ cent per pound.....	

" *Bureau of Construction.—Contract with Horton, Hall & Co.*

" Round iron, small, 3½ cents per pound.....	*Vide* Report, p. 324.
" Round iron, large, 2½ cents per pound	
" Flat iron, thin, 3½ cents per pound.....	
" Angle iron, 2 cents per pound.....	
" Sheet iron, 6 cents per pound	
" Cast steel, 18 cents per ponnd	
" Blister steel, 3 cents per pound	

These articles were at *very profitable prices;* and deliveries were made of them to the extent of from *five* to *fifty* times the face of the schedule advertised.

It was these precedents that we followed. In the paper prepared by myself

for the Secretary of the Navy and the Hon. Mr. Sedgwick, February 10, 1863, this whole subject was discussed at length.

Question. Did you yourself or any member of your firm have conversation with or access to any person inside of the yard, or connected with it, so as to ascertain how much would be required of particular articles, so that you could make a bid like that?

Answer. I will say that at the time we prepared our first bids for the Navy Department, upon which we obtained quite a large number of contracts, we did not know a master workman or official in the navy yard; and those bids were made by a mathematical analysis of the published reports of the department. With reference to the bids for the year succeeding, the experience that we had in the working of the first contracts was all that we needed for our judgment in the future; and I say positively that I recall no instance of receiving any information as to special wants, which was of the advantage referred to in the question, from master workmen or mechanics, or from any other persons connected with the yard.

A.

Insinuation first. "The department directed inspectors of bills to see that the prices for articles procured in open market were fair. The action of the inspector at Boston, the friends of Smith Brothers & Co. have strenuously endeavored to defeat."

The insinuation is against "the friends" of Smith Brothers & Co. In *their* behalf we deny that they ever attempted to "defeat the action of the inspector in seeing that the prices of articles procured in open market were fair."

More light is desirable upon this matter. We can supply it. It will show what "action" of the inspector "the friends" of Smith Brothers & Co. and themselves *did* undertake to defeat; and that the department might well have appreciated their efforts for the remedy of wrong.

Incidentally, we received evidence that the inspector sought wrongful collusion with a manufacturer for his pecuniary gain. As was unquestionably our duty, we placed said evidence (copy of which follows) with the commandant of the yard.

Copy of statement placed with Commodore Montgomery.

BOSTON, *December* 30, 1862.

About the 1st day of November, Mr. F. K. Sibley called at our office with reference to our orders for emery cloth. In the course of conversation he remarked, incidentally, that a Mr. Kimball, from the Charlestown yard, had been at his factory in Auburndale, and proposed to him to arrange so that they (Sibley and Kimball) could monopolize the supply of the article to the government yards, Kimball assuring Sibley that he could manage it so as to get rid of those contractors; supply Portsmouth, Charlestown, and Brooklyn yards, and make a good thing of it, or words to that effect; expressing the idea of mutual profit in the arrangement. Mr. Sibley stated that "it *could* not be done, as he was confident," Commodore Smith having told him that it *must* be supplied by the contractors; but that *he* would "*not do such* a thing if he could." This was *exceedingly to my surprise*, as I was aware Mr. Kimball was an inspecting officer of the government.

Subsequently, Mr. Sibley has given the substance of the above in writing and repeated in conversation to the undersigned. I have no doubt he will again confirm it if requested.

BENJAMIN G. SMITH.

DECEMBER 31, 1862.

The above is the conversation with Mr. Smith, as near as I can recollect.

F. K. SIBLEY.

We were informed that immediately upon notification of the charge the inspector left for Washington.

The only participation of "the friends" of Smith Brothers & Co. in the matter was this: that being themselves strangers to the commandant, we requested two friends, in whom we believed he had entire confidence, to call upon him and indorse our integrity of purpose in the unpleasant duty we had performed.

It was also stated to the commandant that further evidence of a similar tenor could be procured.

The writer was informed by the commandant, that the inspector had obtained from the manufacturer a statement relieving him of the *charge*.

A *fac simile* copy of the three questions addressed by Kimball to the manufacturer is annexed.

"NAVY YARD, *Boston, December* 31, 1862.

"MY DEAR SIR: Will you give me, in writing, ancerers to the followin questions:

"Have you ever paid me, or offerd to pay me, eny money for selling your emery cloth?

"Have I ever sed that I would sell your cloth if you would pay me for it?

"Did you tell Mr. Smith, of the fim of Smith Brothers & Foster, or give them to understand, I was pay for, or expected to be paid for, selling your cloth?

"Yours, truly,

"GEO. KIMBALL,
"*Acting Master U. S. Navy.*

"F. K. SIBLEY,
"*Auburndale, Massachusetts.*

"P. S.—Will you please answer to-day."

It will be seen by the preceding *fac simile*, that each of the questions propounded carefully avoids the real point of the charge; and that answers, either affirmative or negative, were entirely irrelevant, and were no proper defence.

Yet the question whether the charge was fully proven is quite another from our duty in preferring it. We assert that we did our duty, and *nothing but our duty*, in the case, and with pure motives. What motive, selfish or personal, can be imagined in the matter? We had not the least influence over the appointment of his successor.

Again, if we wanted a man, who could be corrupted to our wrongful advantage, we had *original written evidence that he was our man.*

There was another phase of the "action" of the inspector which the friends of Smith Brothers & Co. endeavored to defeat, and in so doing they were "friends" of an efficient administration.

The duty of the inspector, as originally prescribed to him, was to inquire prices of two or three parties, and indorse them upon the back of the requisition before it was placed with the navy agent.

To illustrate: a requisition that passed through our hands for *yellow metal* and *nails* was indorsed thus, with quotations by the inspector:

For "mettle and nales"..... 32 cents per pound.
For "yellow mettle"..... 30¾ cents per pound.
For "nales"..... 29 cents per pound.

This was an *unwise* and impracticable measure, as experience fully demonstrated. *Unwise*, because it embarrassed the purchasing agent disadvantage-

ously in buying, by the previous notice of intended purchases, forestalling his action and enhancing prices; *impracticable*, because the inspector was soon known as a *mere pricer*, never as a *buyer*, despite his occasional disguise of uniform. He was soon repelled in his inquiries, as would be the natural result of such efforts constantly repeated among merchants.

Representations of these important considerations were made to the department.

The inspector's conduct was modified. Indeed, the above course of action received a quietus, and for months the requisitions bore no evidence of his inquisition in the market. In a late special case, where he was requested to obtain a market price, he misled the inspector of ordnance into a decision which we followed *from principle* (the amount involved being trifling) until it was reversed.—(*Vide* Correspondence with chief of Bureau of Ordnance, elsewhere.)

Furthermore, this inspector was retained formally in his place for weeks and months after he was entirely incapacitated for duty by fatal disease, and, as the writer has been informed, vouched for the fair price of merchandise, by his signature, upon his sick bed, when accurate information and reliable judgment were alike impossible. A successor was not appointed until after his decease.

"AUBURNDALE, *November* 18, 1862.

"GENTLEMEN: Yours of the 17th is at hand. The twenty reams emery cloth is added to your order of ten reams, and will be sent along as fast as possible. I received my cloth Saturday night, and am hard at work upon it. You shall have ten reams next week.

"The person who called on me gave his name as *Kimball*, of the Charlestown navy yard; but you must relieve me of all connexion with him in trying to *monopolize* the trade in that article. *I am not the man.* My business is to manufacture; the cloth will sell itself.

"Yours, truly,

"F. K. SIBLEY.

"Messrs. SMITH BROTHERS & Co."

A true copy of the original.

DANIEL HALL,
Clerk of Senate Committee on Naval Affairs.

Testimony of Commander Henry A. Wise.

MAY 21, 1864.

Commander HENRY A. WISE, United States navy, Chief of Bureau of Ordnance, sworn and examined.

Questions proposed by request of the Secretary of the Navy:

Question 1. In open purchase, does the law require you to purchase through the navy agents?

Answer. No. The law of 1809, under which navy agents are appointed, takes away none of the previous power of the Secretary and of the bureaus, among which was the authority to purchase supplies.

Question 2. Is there any regulation requiring the purchases to be made through the navy agent?

Answer. No; the governing regulation of the department on the subject is article 1, under the head "Navy Agents," in the printed "Instructions to Navy Yards." This article expressly recognizes the power of the bureau to make its own purchases.

Question 3. What has been the practice of the Bureau of Ordnance—to purchase through the navy agents or make its own purchases?

Answer. The Bureau of Ordnance has made most of its open-market purchases through the navy agents; but exorbitant prices, poor quality of articles, and false weights and measures in cases of purchases by navy agents, have frequently impelled the bureau to make its own purchases.

Question 4. What is the proper mode of procedure in cases of purchase in open market though the navy agents?

Answer. A requisition is made at the yard specifying the article required. This requisition is placed in the hand of the navy agent, who is thus called upon to make the purchase.

Question 5. In making these purchases, what are the duties of the navy agents particularly as to price, quality, and proper delivery of the articles?

Answer. The regulation states that the navy agent shall procure these articles and be responsible that they are forthcoming, according to contract, at the lowest market price, and of the best quality.

Question 6. As far as your knowledge and experience go, are these requirements complied with on the part of the navy agents, particularly as to prices?

Answer. In the matter of prices, since I have been in charge of the Bureau of Ordnance, I have had my attention frequently arrested by the high prices paid for articles purchased through navy agents. In some cases, not relying upon my own judgment alone, I have instituted inquiries, and found that the charges were so exorbitant that I felt it my duty to refuse payment until a proper reduction was made.

I would mention as a case in point the article of copper, much of which is required for ordnance purposes. Where a lot has been required, I have in many cases made inquiry at the same time of navy agents and private parties, and have been able to purchase cheaper directly through dealers than through navy agents, although the navy agents have proposed for less nominally than the dealers.

I will also mention the matter of transportation, which I have sometimes found engaged by navy agents at such exorbitant rates that I have interfered and engaged the same transportation at a reduction of nearly one-half. In several cases of transportation to California, both from Philadelphia and New York, the navy agents' prices were two and a half cents, and it was obtained by the bureau at one and a half cent per pound.

As another instance of the high prices paid by navy agents, I would submit here a list of purchases made by the navy agent at Boston, for fourteen days, in comparison with the fair market price at that time prevailing:

NAVY YARD, *Boston, July* 15, 1862.

SIR: In obedience to your order of the 1st instant, I have examined with great care all articles delivered at this yard under "open purchase," and the bills for the same, and respectfully present the following list of articles purchased and delivered from the 1st instant to this date, together with the "market prices," as ascertained by careful inquiries:

Articles.	Prices charged in bills.	Market prices.
12 barrels pitch ..... barrel	$10 00	$10 00
30 bales best oakum, (1,500 pounds,) less four per cent. off for cash ..... pound	8½	8½
100 feet ⅛-inch chain ..... foot	4	.....
6 black-walnut arm-chairs ..... each	4 00	4 00
20 pounds rubber packing ..... pound	85	75
11 pounds cotton packing ..... pound	30	.....
1 hand bellows	2 50	2 25
730 pounds tarred paper ..... pound	4½	3
190 pounds rubber packing ..... pound	85	75
20 gallons Emory's naval varnish ..... gallon	1 00	1 00
4 five-gallon cans, for varnish ..... each	75	75
12 ward-room chairs ..... dozen	21 00	21 00
10 ward-room chairs ..... dozen	21 00	21 00
$360\frac{820}{2240}$ tons bituminous coal ..... ton	7 75	7 75
20 gallons naval varnish ..... gallon	1 00	1 00
4 five-gallon cans, for varnish ..... each	75	75
3 sliding-door locks ..... each	1 50	.....
4 pairs mineral knobs and escutcheons	37	.....
12 iron drawer handles	8⅓	.....
1 cask lenses, (12,) 14-inch diameter, 302 pounds	42	33
6 lenses, 6-inch	2 50	1 50
122 lights, 9 by 13, double-thick glass	12½	9⅓
100 gallons whale oil	67	62
1 box sperm candles, 33 pounds	37	26
1 pawl wrench ..... each	7 50	.....
	10 00	.....
	15 00	.....
1 box salt-water soap, 75 pounds	8½	8½
12 silver calls	4 00	4 00
20 gallons naval varnish	1 00	1 00
4 five-gallon cans	75	75
1 set flue brushes	44 00	44 00
1 set tube brushes	18 00	.....
6 swivel lamps	6 50	5 25
110 pounds sheet rubber	75	60
275 pounds rubber	75	60
150 pounds rubber gaskets	75	75
215 pounds rubber packing	75	75
10 pounds rubber	75	75
10 pounds rubber	75	75
75 feet hose, for hot water	43	40
2 silk lines, for indicators	50	.....
1 screw-punch and dies	35 00	25 00
1 screw-punch and dies	35 00	25 00
400 washers, 30¼ pounds	10	8

Articles.	Prices charged in bills.	Market prices.
25 barrels Wilmington tar	$16 50	16 50
1 box fresh-water soap, 72 pounds	8¾	8
53½ pounds packing	33	30
10 hydrometers	1 50	1 50
50 quires emery cloth	1 00	.....
1 dozen cast-steel shovels	12 00	8 00
100 pounds flour of emery	10	.....
30 lamp chimneys	15	10
21 scrubbing brushes	29	10½
60 feet rubber hose	43	40
2 dozen extra dust brushes	5 00	2 50
3 casks 6-inch cut spikes	3¾	.....
2 dozen cast-steel shovels	12 00	8 00
3 casks 10-penny nails	3¾	3½
3 casks 12-penny nails	3¾	3½
6 office chairs	2 00	2 00
176 pounds Italian hemp packing	30	30
105 pounds cotton	35	.....
300 feet 2¼-inch belting	16	16
300 feet 3-inch belting	22	22
10 pounds beeswax	42	40
10 pounds ultramarine blue	16	.....
50 pounds soda ash	5	3½
25 sheets pasteboard	17	.....
1 dozen varnish brushes	8 00	5 00
20 pounds white gum-shellac	1 30	75
2 dozen corn brooms	3 00	2 00
2 dozen iron padlocks	3 25	2 00
3 dozen brass drawer locks	4 25	3 00
3 dozen buttons, in plates	75	62
6 gross iron screws ..... each	29	.....
	70	.....
	55	.....
2 gross iron screws	50	.....
4 gross iron screws	43	.....
2 gross brass screws	64	.....
4 gross brass screws	2 42	.....
6 mortise locks	87½	.....
6 pairs mineral knobs and escutcheons	37½	.....
8 dozen cupboard locks, assorted keys	4 12½	2 00
4 dozen iron padlocks	3 25	2 00
2 dozen brass padlocks	9 00	7 50
8 dozen brass buttons, on plates	75	.....
1 dozen brass ship butts	11 50	11 00
1 dozen 4-inch brass cabin-door hooks	3 50	.....
½ dozen 6-inch brass cabin-door hooks ..... dozen	4 00	.....
12 dozen brass butts, assorted	4 50	.....

Articles.	Prices charged in bills.	Market prices.
3 dozen brass butts ..... each	$3 50	.....
	4 50	.....
2 dozen brass butts	2 25	.....
6,003 pounds zinc	7	6½
425 pounds Banca tin	34½	33
2 brass syringes	8 00	.....
1 steel square	4 00	.....
1 drawing scale	4 50	.....
124 gaskets, 32 pounds	75	75
47 pounds gaskets	75	75
3 dozen 8-inch round second-cut files	2 63	2 63
20 pounds potash	8½	7
65 pounds rubber packing	75	75
100 pounds 3½-inch sheathing nails	4	.....
4 gross 1½-inch No. 12 screws	55	44
2 gross 2-inch No. 14 screws	88	70
36 pairs brass butts	33⅓	.....
100 pounds 10-penny cut nails	3¾	3½
1 gross 1½-inch screws	70	.....
100 pounds 10-penny cut nails	3¾	3½
100 pounds wrought ship spikes, 6-inch	5	.....
100 pounds wrought ship spikes, 9-inch	4¾	.....
300 pounds curled hair	46	34
20 gross enamelled buttons	45	.....
20 gallons Emory's naval varnish	1 00	1 00
4 five-gallon cans	66⅔	66⅔
½ ream foolscap paper, to pattern	3 50	.....
500 pounds pure refined beeswax	42	40
20 lights glass, 16 by 40	1 75	1 00
22 lights glass, 10 by 34	83⅓	50
22 lights glass, 10 by 34	83⅓	50
2 gross brass screws, 2 inches, No. 14	3 16	.....
3 gross brass screws, 1½ inch, No. 13	2 15	.....
50 pounds 8-penny copper nails	40	38
2 reams emery cloth	18 00	12 00
3 dozen paint brushes ..... each	8 50	3 00
	9 50	3 60
		4 50
2 dozen paint brushes ..... each	6 25	.....
	7 50	.....
10 dozen clump brushes	3 00	1 50
10 dozen hand brushes	3 12½	1 25
6 dozen whitewash brushes	8 00	4 20
2 looking-glasses	10 00	10 00
2 casks lime	88	88
2,365 pounds Lowmoor iron	7½	7½
391 gallons whale oil	67½	62

Articles.	Prices charged in bills.	Market prices.
¼ pound best Russia bristles.....per ¼ pound	2 50	2 00
4 gross black-walnut knobs, 1¾-inch.....	3 00	1 75
2 gross black-walnut knobs.....each	1 50	.....
	1 25	1 25
	2 50	1 50
	2 00	.....
125 barrels tar.....	16 50	16 50
2 dozen half-round Stubbs's superior files, 8-inch.....	6 92	5 87
3 dozen second-cut files, 12-inch.....	5 50	.....
3 dozen second-cut files, 8-inch.....	2 96	.....
1 dozen second-cut files, 4-inch.....	1 42	.....
6 dozen flat bastard files, 10-inch.....	3 50	2 94
6 dozen flat bastard files, 12-inch.....	4 75	4 13
6 dozen flat bastard files, 14-inch.....	6 50	5 75
3 dozen round files, 8-inch.....	2 50	2 13
6 dozen half-round second-cut files, 4-inch.....	1 50	1 29
6 dozen half-round second-cut files, 8-inch.....	3 00	2 63
24 rubber valves.....per pound	1 00	1 00
63 pounds annealed iron wire.....	9	.....
10 jars chloride of lime.....	2 50	1 80
41½ gallons neat's-foot oil.....	1 00	78
1 barrel tar oil, 40½ gallons.....	75	75
256 pounds brass wire, $\frac{5}{16}$-inch.....	37½	29

The market prices quoted above are further reduced by a per-centage allowed by the seller upon a majority of the articles furnished, which appears to be the usual custom in the market.

Very respectfully, your obedient servant,

GEO. KIMBALL,
Acting Master United States Navy.

Com. J. B. MONTGOMERY,
Commandant United States Naval Station, Boston.

Question 7. Are the prices of purchases made by navy agents ever apparently low, but in reality high, by reason of false weights and measures?

Answer. They are, and four persons are now in Fort Lafayette, one of them convicted of this crime, and the others awaiting trial.

Question 8. The regulation requires that the navy agent shall be responsible that the articles purchased by him are forthcoming according to contract, and of the best quality. Is this requirement complied with; that is, does the navy agent, before approving bills, see to it that the articles have been delivered as ordered, and of proper kinds and qualities?

Answer. In my opinion, not the slightest attention is paid by the navy agents to this regulation, and the approval of bills by them is a dead form, and not the slightest reliability can be attached to it. So much so that I have every reason to believe that under an order from the navy agent for iron, hog's lard, or brass door-knockers might be delivered, and the contractor could procure approved bills of the navy agent for iron.

Question 9. Can you give any instance of such neglect on the part of navy agents in regard to the purchases made by them?

Answer. I can. Almost every purchase made by navy agents, if carefully inquired into, would furnish an instance of the kind. I would mention, as an instance, the case of Smith Brothers & Co., of Boston. A requisition was placed in the hands of the navy agent at Boston for boiler iron. The navy agent ordered this iron of Smith Brothers & Co. Under this order Smith Brothers & Co. furnished what is called C No. 1 iron, which was satisfactory for the purpose for which it was required; but when the bill was presented, it was approved by the navy agent for a superior and higher-priced article, namely, "best flange iron," at 8¼ cents per pound, whereas the kind of iron delivered could be obtained at 5¾ cents per pound, making the bill some hundreds of dollars higher than it should have been. Commodore Missroon objected to the exorbitant price charged, which induced Smith Brothers & Co. to reduce it, and that firm attempted to explain the matter away by saying that it was all a pure mistake—this delivery of iron worth 5¾ cents and charging therefor 8¼ cents! But it is exceedingly difficult to see how such a mistake could have been made, when it appears that, for the purpose of filling this requisition, they expressly ordered C No. 1 iron of a firm in Pennsylvania, and directed it to be sent to the navy yard. The excuse given by the navy agent is, in substance, that he approved the bill without in fact knowing anything about it; but, to use his own expression, "was under the impression that it was best flange iron"—the 8¼ cents a pound iron.

Question 10. Do you know of any other instance showing this habit of Smith Brothers & Co. and the navy agent to make mistakes in their accounts against the government?

Answer. Yes; there were overcharges on three other articles in this same bill in which the flange iron was charged. Drill braces were charged in this bill at $4 50 each; they could have been procured at $3 75 each. Commodore Missroon objected to the price, which induced Smith Brothers & Co. to reduce the braces to $4 25 each, and they gave as an excuse for the first charge that, since the bill was made out, they had "found new facilities for procuring these braces;" but it is to be observed that they proposed no reduction until they were called to an account for the overcharge. This bill contained a charge for three-penny fine finishing nails, whereas a common and lower-priced article was furnished. Their excuse was, that they first furnished three-penny fine finishing nails, and afterwards took them back, but made one of their mistakes, and did not reduce the price to correspond with the change of quality. Copper tacks were overcharged, and when the price was objected to a reduction was made.

In brief, in this one bill of Smith Brothers & Co.—purchased and fully approved by the navy agent—there are four different articles charged at prices so exorbitant that they felt impelled to reduce them when objection was raised against them. And in two of the cases the charges were for different and higher-priced articles than were actually delivered. Smith Brothers & Co. are full of excuses after the overcharges are found out, but there appeared no offer on their part to rectify what they call mistakes until these overcharges were detected by an officer of the government and brought against them. The bill, as originally rendered by them, was for $2,642 75, and reduced by them $427 42, or about twenty per cent.

Question 11. Can you give any other instances of purchases by navy agents where there has been this apparent attempt to defraud the government?

Answer. Yes, in the case of Pippey & Co., of Boston. The inspector of ordnance at Boston made a requisition upon the navy agent for "best Italian hemp." On this requisition the navy agent procured of B. Y. Pippey & Co. a different and far inferior article of jute, not worth half the price of the hemp called for; but the bill came from the navy agent approved for the best quality of hemp.

When the navy agent and Pippey & Co. were informed that the jute would not be received, they took it back and furnished the proper article.

Question 12. Is this manner of doing business on the part of navy agents practiced in the matter of Banca tin?

Answer. Yes, upwards of $100,000 worth of tin has been purchased since the rebellion by different navy agents, and the bills made out by the contractors and approved by the navy agents as Banca tin, whereas Banca tin has been in no case procured by the navy agent, but, in place of it, what is called Straits tin, an article from six to seven cents lower than Banca tin per pound; so that, in this one article alone, the government has been defrauded of at least $10,000.

Question 13. Do you give these as the only cases that have occurred or come to your knowledge of the government's being defrauded by purchases through navy agents?

Answer. These are only specimen cases which happened to be more particularly impressed on my mind than others that have come to the knowledge of the bureau; but as far as my knowledge and experience go, they are fair illustrations of the manner supplies are furnished through the navy agents.

Question 14. In your opinion, then, the system of purchasing supplies through navy agencies, as at present established, affords no protection to the government, either as to quality or price?

Answer. Not the slightest. The navy agents are for the most part ignorent of the nature of the articles to be purchased by them, and therefore entirely unfit to comply with the regulation that requires them to procure articles of the proper quality; and, in fact, for the most part, they ignore this portion of their duties. Not only this, but the navy agents are almost invariably found acting on the side of the contractor in his efforts to get poor articles accepted by the government. The same is true of price. There is in this the same ignorance and recklessness, and the same identity of interest with the contractor. Here lies the great defect of the system: the interest of the navy agent becomes linked with that of the contractor, and in this particular I first became aware of the frauds committed on the government in a purchase of copper. My habit has been to telegraph all around the country for any supply of any ordnance article we required, to dealers, men of reputation and standing in the country. On the reception of their replies and prices for the brand of the article required for delivery, I have always, with one or two exceptions, sent these proposals to the navy agent at the point where the delivery was to be made, informing him that in case he could not purchase the material at a less price than the lowest bid, to buy from the lowest bidder; and, I believe, in no single instance has there been a case where the navy agent did not buy the article for less. Reflecting about this matter, I went to New York and saw one of the most respectable firms there with regard to metal supplies. They told me that they would have no further dealings with the government, as they were convinced there was fraud. I asked their reasons, and they told me that on the previous Saturday 30,000 pounds of copper had been purchased for the New York yard at 31½ cents, which they had sold for 32 cents cash to the same party who delivered it at the yard. I then issued an order that every article of metal supplies should be weighed, gauged, measured, and marked, in the presence of the inspector of ordnance. Upon that we discovered that the contractors refused to deliver; and, pursuing the investigation further, we discovered that several of the men who procured most of the supplies for the Navy Department, and particularly for the ordnance, had bribed the receivers, or attempted to bribe them; upon which charges and affidavits were made, a court-martial held, and one of the men convicted.

By Mr. Hale:

Question. In your answer to the sixth interrogatory you refer to Gilman's bill. What was that?

Answer. For chemical stores furnished for pyrotechny at Washington, and I refused to pay the bill.

Question. By whom were the articles bought?

Answer. By us, through the navy agent.

Question. When was it?

Answer. Last September, or October, I think.

Question. Have you got the bill?

Answer. I have not got it with me.

Question. What was the excess of price?

Answer. I reduced the bill about 20 per cent., I think. He charged 30 per cent., and gave as his reason that chemical stores had gone up enormously in the market, as they had; but yet it was too large.

Question. You refer also to a case of a purchase of copper. Can you give any particular instance of that, and where and when it was?

Answer. We wanted 500,000 pounds of copper here at the Washington navy yard. I sent to the navy agent, Mr. Brown, and he sent to me a Mr. Savage, a party now in Fort Lafayette. Mr. Savage told me that he owned 300,000 pounds of Minnesota copper, the article we required for gun metal. I had had some previous correspondence with the large dealers and owners of this mine in New York, and wishing to make sure whether Mr. Savage had this copper on hand, (as he told me, in the presence of Mr. Brown, that he had the receipts for it,) I went on that night to New York, telegraphing the different brokers that I should meet them on Sunday morning. I there met them, and they assured me that they had not ever sold a pound of Minnesota copper, nor had there been a pound sold in the market, to Mr. Savage; and they sold the copper to the bureau for 12 per cent. less than it was offered by Mr. Savage, who did not own a pound of it, but who telegraphed these brokers that he wished to get possession of it, after he had assured me that he held it in his possession.

Question. Did Brown make any representations as to how it could be had?

Answer. When I returned I brought papers and certificates from these people in New York who owned the copper, stating that this man Savage had told a falsehood, and I presented those papers to Mr. Brown, and cautioned him against Mr. Savage; but Mr. Brown told me he believed him to be a thoroughly honest man.

Question. Did Brown make any representations of his own except to send you Savage?

Answer. He only sent Mr. Savage to me as the man who had possession of the copper, and recommended the bureau to take it.

Question. You have said that in many instances you found that you could buy copper cheaper through the dealers than through the navy agents. Will you mention any instance of that kind?

Answer. There was a very long correspondence with all the great dealers in copper and metals and the bureau, which has been presented to Mr. Sedgwick, and also, I believe, to one of the committees of Congress. Phelps, Dodge & Co., of New York, Hyneman & Co., Caswell & Co., and the Revere Company, of Boston, and the Baltimore Company, all proposed to the bureau to furnish the metals we required cheaper than they could be furnished by the navy agents.

Question. Was that the term of the offer?

Answer. Not in those words, but in figures.

Question. Had you offers from the navy agents in all those cases to compare with the offers those parties made?

Answer. Yes. As I have already stated, whenever we want a supply of material we telegraph to all the dealers, and then their replies come back. There can be no collusion, it is so rapid. We present all these proposals—these bids for copper—to the navy agent in the city where it is required, and we say, "If you can buy this for less than the lowest bid, do so;" and, as I repeat, there

never to my knowledge has been an instance where they have not bought for less; but that was owing to false weights and measures.

Question. State a single instance in which you have had an offer to sell cheaper by a dealer than the price given you by the navy agent.

Answer. I do not remember the parties just now, but we have had multitudes of such instances, not only in regard to copper and metals, but in regard to lumber and other articles.

Question. How do you account for the fact that you bought cheaper of the dealers than the navy agents could purchase for, when the dealers offered the article at a higher price than the navy agents?

Answer. I attribute it to the fact that the navy agents were surrounded by fraudulent persons.

Question. Will you mention any navy agent who has been guilty of the fraud of receiving short weight to your knowledge?

Answer. I never knew of one. I do not implicate the navy agent. It is only the agents of the navy agents, the men with whom they do business. The navy agent does not give receipts for weights or measures; he only certifies to the bill. The people in the yard give the receipts, and they are bribed by these agents of the navy agent.

Question. Do you know anything about the prices in the list you have submitted, dated July 15, 1862, except as they are represented by Kimball?

Answer. I do not personally. I assume it to be correct as drawn from the prices current, and the ruling prices in Boston. I do not know anything about it personally.

Question. Do you know anything about it except from what you get from the paper itself?

Answer. I know it from the paper.

Question. Did you ever examine the prices current to see if it was correct?

Answer. I did. The prices were compared with the price current list of date between the 1st and the 14th of July, 1862.

Question. Did you compare it yourself?

Answer. I looked over it with our bookkeeper clerk.

Question. In what paper was the list published?

Answer. The New York Commercial, I think, but I am not certain of that.

Question. Did you find the prices all exactly as they are stated here, or were there any variances?

Answer. We found that the whole thing corresponded to these prices which are named, and Commodore Missroon wrote me that he went over them very carefully himself.

Question. Have you preserved that paper?

Answer. We have not. We have only preserved files from the 1st day of January, 1863. I tried to find it yesterday again, but could not do it.

Question. What do you know of false weights and measures having been received, in any article, at the Kittery navy yard?

Answer. I do not know of a single article that has been received in the Kittery navy yard where any false weight or measure was charged. On the contrary, so far as I have seen, I believe the navy agent there pays as close and scrupulous attention to his business as a man possibly can do.

Question. Do you know of any false weights and measures having been received at the Charlestown yard? Speak of your knowledge.

Answer. My knowledge of it is that there was an attempt to bribe one of the clerks in the ordnance department, under Commodore Missroon, to receive a certain quantity of copper and give a receipt for a much larger quantity. All that evidence was before the court-martial in Philadelphia which tried the individual and convicted him.

Question. Have you any other knowledge as to the Charlestown yard?

Answer. No.

Question. Where do you get your knowledge as to an attempt to bribe that clerk?

Answer. From the evidence before the court-martial. I was one of the chief witnesses. Affidavits were presented there from various parties in regard to it. I had no knowledge of it except from the evidence there.

Question. Do you know of any frauds attempted or perpetrated by the navy agent at Charlestown?

Answer. Never.

Question. How in regard to the New York navy agent?

Answer. I never heard anything of the sort of him.

Question. What do you say of the navy agent at Philadelphia?

Answer. I know of nothing of the kind against him.

Question. And the navy agent at Washington?

Answer. I know of no fraud on his part.

Question. In your answer to the eighth interrogatory you say that, in your opinion, none of the agents pay the slightest attention to a certain regulation; that the approval of bills by them is a dead form, and not the least reliability is to be attached to it. Do you know of any facts to authorize that opinion?

Answer. I have given the facts in the succeeding answer, showing that the navy agent approved bills of Smith Brothers & Co. for an article that he knew nothing about; and it is very common for navy agents or their clerks to go to the ordnance department and inquire where and how they shall get a certain requisition.

Question. Are the facts you have stated the only grounds you have for the opinion you have given here?

Answer. Yes.

Question. Do you mean to say that your opinion is that they might deliver hog's lard on an order for iron and get the bill approved?

Answer. I believe the agents of the navy agent could.

Question. You say that navy agents pay not the slightest attention to the regulation, and you have every reason to believe that under an order from the navy agent for iron, hog's lard might be delivered, and the contractor could procure an approval of the bill from the navy agent as for iron?

Answer. That is my opinion, and the proof of it is that those men who have been now consigned to Fort Lafayette, we believe to have filled a requisition for tin with lead, and charged it tin. As to the other bureaus, in oils, etc., it is too glaring to make any contradiction.

Question. Do you know whether or not grosser frauds have been perpetrated on the bureaus here than any ever perpetrated on navy agents?

Answer. I do not know of any frauds having been perpetrated on the chiefs of bureaus at all. There have been none that I have heard of.

Question. In answer to the ninth interrogatory you made a statement about boiler iron. Do you make that statement on your own knowledge, or on representations?

Answer. From the official representations made by the inspector of ordnance in Boston, and the correspondence between the navy agent, Mr. Smith, and the bureau. It is all an official record.

Question. Did the correspondence of Smith Brothers & Company admit this fact?

Answer. Yes, sir.

Question. Do you know the fact about the finishing nails which you have stated, of your own knowledge?

Answer. They all came officially represented from the inspector of ordnance at Boston.

Question. Was there any correspondence of Smith acknowledging that fact?

Answer. I think there was.

Question. In your answer to the twelfth interrogatory you state that there was $100,000 worth of tin called Straits tin furnished for Banca tin and charged as Banca tin. Do you know of your knowledge whether Smith Brothers & Company ever delivered any tin for Banca tin that was not?

Answer. I have every reason to believe that they never delivered one single pound of Banca tin, although in one bill they charged Banca tin and delivered Straits tin.

Question. What bill was that?

Answer. I can give you the date of it, if I get at the correspondence. I do not remember the precise date now.

Question. Do you know the facts stated in your answer to the thirteenth interrogatory, of your own personal knowledge?

Answer. No; I got them officially from the inspector of the Boston navy yard.

Question. Were these interrogatories submitted to you some time ago by the Navy Department?

Answer. They were not submitted to me by the Navy Department.

Question. You have seen them?

Answer. Yes, sir.

Question. Where did you see them?

Answer. I prepared them myself, because I was told by the Navy Department that I should be sworn.

Question. Did you prepare your answers to them in writing before you came here?

Answer. Yes, after having full knowledge of the facts, and after going over the whole business.

Question. Have you ever made a contract for shot and shell, or either of them, with a man by the name of Knapp?

Answer. Yes, with the Fort Pitt foundry—great quantities.

Question. At how much per pound?

Answer. Four and one-half cents has been the highest we have ever paid.

Question. What is the cheapest?

Answer. We have had them as low as three and three-fourths cents. In all contracts for guns we give one hundred shot for each gun that is made. That is to save the risk of the loss of a gun. From persons who make shot and shell outside of a cannon foundry, we generally get them at about a quarter of a cent a pound less.

Question. Do you know anybody that had any interest in this contract of Knapp, except the company of which he was the agent?

Answer. I do not, although it appeared before the Joint Committee on the Conduct of the War that Major Rodman, of the army, is part owner of a patent for making guns cast hollow. I do not know anything of it of my own knowledge.

Question. Do you know whether anybody assisted Knapp in procuring these contracts?

Answer. I never heard of anybody. It was the only foundry in the country when the war broke out, except Alger's, where we could get guns from.

Question. I am not speaking of that, but of shot and shell.

Answer. They never had more than one hundred per gun—the same as all other foundries; but we have had shot and shell made by fifty different people throughout the country.

Question. Some that were not gunmakers?

Answer. A great number that were not gunmakers.

Question. Who solicited any contract for Knapp?

Answer. There never has been any solicitation from the Fort Pitt foundry to our bureau.

Question. Nor by anybody in their behalf?

Answer. Never. They employ no agents. Most of the other foundries have agents.

Question. Has there ever been a contract of that sort with Knapp & Company, or with anybody else, in which the price paid was more than the first price asked?

Answer. Never in our bureau. We have raised the price for guns, but never shot or shell. There is no risk in shot or shell; it is only in guns.

Question. Have those who made shot and shell ever submitted proposals of what they would furnish them for?

Answer. Yes, great numbers of people propose; we get proposals three or four times a week.

Question. Have the Fort Pitt Company, through Knapp, made proposals?

Answer. Not for shot or shell. In our business with them, whenever we give an order for guns, we give an order for one hundred shot per gun; but they have never proposed unsolicited. We frequently ask what they will furnish a certain article for, but they never propose themselves.

Question. Have they ever been paid a higher price than the price they first asked for shot or shell?

Answer. Never by our bureau; nor do I know that they have by any other.

Question. How is it with the Builder's foundry, at Providence?

Answer. We pay precisely the same to the Builder's foundry that we do to the Fort Pitt foundry and all others. There is no difference whatever in the price. They all receive the same price.

Question. Have there been proposals received from them?

Answer. Yes. There have been some within a year, both for small shot—what we call grape shot and canister—and also for large shot; repeated proposals.

Question. Have there been, also, from the Fort Pitt Company within a year?

Answer. No.

Question. No offer in writing?

Answer. No, nor in any other way.

Question. Have you ever attempted, as chief of the Bureau of Ordnance, to supersede the action of the navy agent at Charlestown altogether, and to make Missroon the purchasing agent?

Answer. I have not.

Question. You have given no order, written no letter of that sort?

Answer. Not altogether. In some points where I thought we should take the business in our own hands, I have had the bids opened at the inspector's office, instead of at the navy agent's office.

Question. State to what extent that has been done.

Answer. I think on not more than two occasions, in opening bids; but in several instances the bureau has bought direct ordnance matters and sent the bills to the navy agent.

Question. Do you consider that a legitimate way of doing business?

Answer. I do.

Question. For the bureau to make purchases and fix prices, and send the bills to the navy agent?

Answer. The prices are fixed, also, by the parties that we get the articles from. The bureau does not entirely fix them.

Question. Do you know anything about cases in which the bureaus have purchased at exorbitant prices, and where the navy agent has refused to pay for the reason that they were exorbitant?

Answer. I do not know of any such case in our bureau. I have heard of such cases in other bureaus, but never in the Bureau of Ordnance since I have been there.

Question. Do you consider it the duty of the navy agent to pay for articles that he has had no agency in fixing the price of?

Answer. It is my opinion that he should pay for whatever is delivered on proper vouchers. He is not responsible.

Question. Do you say he is not responsible?

Answer. He is not if the bureau or the Navy Department indorses it.

Question. Do you know that the navy agent's accounts have been suspended at the treasury on account of high prices in cases of purchases ordered by bureaus?

Answer. I do not.

Question. And never heard of such a thing?

Answer. I never heard of such a case.

Question. Is there any law or regulation making the inspector a purchasing agent?

Answer. I do not know that there is.

Question. Do you not know that there is a law forbidding it?

Answer. I do not. [The act of March 3, 1809, is handed to witness.] This is the law and it seems to prohibit it; but the inspector does not purchase; the bureau purchases.

Question. Why were the bids to be opened by the inspector of ordnance at the navy yard, instead of by the navy agent?

Answer. I was governed, in giving the instructions, by a pamphlet presented by Smith Brothers & Co. to the Navy Department, urging upon them not to put it in the way of any one where the proposals might be opened or tampered with; and therefore the instructions were to have them all sealed and to be opened at a certain hour on a certain day, and everybody to be present to see that their own seals were intact. This only took place in two instances. When the navy agent objected to it, they were sent then, sealed in a packet, to him, or sent to the bureau.

Question. Have you ever directed Missroon, or any officer of the ordnance department there, to make purchases?

Answer. Yes; and to state from whom they were, and what the prices were in the market, and everything in regard to them, and then we would approve the bills at the bureau; and if the navy agent objected to paying them, we paid them from the bureau. This all comes under the law which exempts the Bureau of Ordnance from making purchases for ordnance through the navy agent. The law of March 3, 1845, exempts "ordnance" from the operation of the act of March 3, 1843, requiring all material for the navy to be furnished by the lowest bidder under advertisement.

Question. What do you include under the head of "ordnance?"

Answer. Everything that pertains to the land and sea service of guns, and supplies for ordnance. The authorities are in every military dictionary, every standard work, either French, English, German, or American.

Question. Your definition comes right back to "ordnance" again.

Answer. It includes everything that pertains to the fitting out of armaments of ships and for the land service.

Question. Does it include provisions?

Answer. No, sir; we do not supply provisions. We supply cannon, carriages, and all the material which forms them; the timber which makes the carriage, the bolts, &c.

Question. State the specific articles to which it applies, in your judgment.

Answer. It applies to guns, gun-carriages, and all the supplies required to construct and manufacture them.

Question. Does it include ammunition?

Answer. Yes, sir.

Question. Gunpowder?

Answer. Yes, sir.

Question. Have your open purchases, made outside of the navy agent, been confined strictly to articles coming within the definition of ordnance?

Answer. Yes, sir. Stationery we get from the Navy Department, and we generally get a thousand dollars a year for foreign postage and all sorts of little things.

WASHINGTON, *May* 21, 1864.

SIR: I am surprised at the testimony which I have seen to-day, with the committee, of Captain Wise, as to sales by us of boiler iron and tin especially, and a few articles of trifling value and quantity.

As to the matter of the boiler iron, I placed on evidence a copy of the entire correspondence concerning it, printed by Smith Brothers & Co., for their satisfaction.

Had the witness stated the explanation we gave of the mistake, (rather than cast a gratuitous insinuation upon it,) the evidence would have been more pertinent, and we would ask no other record in our favor. It should therefore be repeated in this connexion, as follows:

First. A full explanation is on record with the bureau that said overcharge was a mistake, and that the representative of the bureau, in the original transaction, admitted his belief that no wrong was intended.*

The notification of the mistake above mentioned was by myself, prior to any objection as to price on the part of the inspector. The witness further states

that the discount on the bill of $2,642 75 was	$427 42
Of this amount the difference on the iron was	409 15
The balance	18 27

being the amount on other items debated.

I have never before heard of any distrust of the "naturalness" of the mistake.

Secondly. Captain Wise applies the same insinuation as to an exchange of 3-penny nails for 3-penny finishing nails—a mistake frequent in the hardware trade, and attributable to a clerk or cartman, as has been stated and can be proven.

Thirdly. Evidence as to sales of *Banca tin*. Annexed is a statement which will dispose of the matter. It will be seen therefrom that so far from the bureau having been wronged in the delivery of Straits tin for Banca tin, it *has required* for its use "*pig*," "*block*," and "*Straits*" tin; and this upon our suggestion originally for economy.

From the exhibit of sales of tin by us, it will be seen, also, that the difference in the price of Straits and Banca was not 6 to 7 cents, but *two* cents per pound.

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* The explanation of this mistake, from S. B. & Co., as placed with the bureau by the navy agent, was substantially as follows:

"From the time the plate iron for ordnance was ordered, we were constantly receiving flange iron from the same parties for other departments

"Nineteen-twentieths of the large quantity of plate iron we have delivered to government have been flange iron.

"In the absence of the writer, who conducts entirely the iron business of our firm, the iron for ordnance was invoiced at 8¼ cents, upon the supposition that it was of the same quality as other in the shipment, and as the large quantities previously delivered.

"Subsequently, among vouchers at the Ordnance Office, a set was observed by the writer which included the iron above mentioned. He was not until then aware that it had been invoiced Instantly it was stated that the iron was priced as best flange the above explanation being made; and notice of the mistake was also given *at once* to the navy agent"

As to quality, one is precisely as good as the other for all brass and composition castings.

It is remarkable that no more unfavorable testimony could be supplied, considering our transactions with the bureau have been not less than a quarter of a million of dollars.

I respectfully request that this paper may follow the testimony of Captain Wise upon the record; and

I remain your obedient servant,

FRANKLIN W. SMITH.

Hon. JOHN P. HALE,
Chairman of the Senate Select Committee on Naval Affairs.

Statement as to sales of block tin by Smith Brothers & Co. to the Ordnance department, Charlestown yard, since April 1, 1862.

Some time prior to the above date F. W. Smith suggested to Captain Green, ordnance inspector, that for all foundry purposes Revelly or Straits tin was precisely as good as government Banca tin; that the master founder had so admitted, and therefore, by the use of the former, about two cents per pound might be saved to the government. Mr. Smith had no motive but for the benefit of the government, as he could have as well sold the one as the other. The suggestion was accepted, and it was understood that thenceforward Smith Brothers & Co. should be informed whether *tin* was wanted for foundry purposes or for solder.

Smith Brothers & Co. were so informed afterwards, and furnished always Revelly or Straits block tin upon requisitions, except when notified that tin was wanted for *solder*, when government Banca was supplied.

When Revelly or Straits tin has been supplied it has been invoiced simply as B. tin, or block tin. Banca tin has been invoiced as Banca tin. The price has always been according to the brand.

When a quantity like half a ton or upwards has been required, it has been known that it was for the foundry, and Revelly or Straits tin has been supplied. Mr. Blake, of Henry N. Hooper & Co., recently stated that they used indifferently those brands in the manufacture of the finest brass cannon.

The original requisitions of the ordnance officer are conclusive proof that he understood that Revelly or Straits was to be supplied, as it is sometimes for Banca, sometimes for pig, block, Straits, as may be seen from the statemen annexed.

Sales of block tin by Smith Brothers & Co.

Requisition 289, October 7, 1862.—6 pigs block tin.—Invoiced 424 pounds block tin, at 39 cents, October 14. As the Ordnance bureau accepts prices current as authority, we add that the quotation therefrom was, October 29, 1862, Banca, 40 to 41 cents; Straits, 38½ to 39 cents. These quotations, of course, are for net cash, in large quantities, not delivered.

Requisition 281. October 29, 1862.—1 ton Banca tin.—Invoiced November 6 2,475 pounds B. or block tin, at 40 cents. Price is plainly for Straits, the quotation for Banca the same date being 40 to 41 cents, as above stated.

Requisition 384.—450 pounds Banca tin.—Mr. Smith was advised that this was wanted for solder in making tanks, and supplied 504¾ pounds government Banca, at 56 cents, on the 16th of May, as can be proved. It was invoiced "Banca." Quotation May 9, Banca, 54 to 55 cents; Straits, 50 to 51 cents.

Advertisement, August, 1863.—10,000 pounds tin, Straits, pig.—Invoiced by Smith Brothers & Co. at 10,019 pounds B. or block tin, at $40\frac{86}{100}$ cents.

June 5, 1863.—Ordnance required 2,000 pounds pig tin.

Thus above are requisitions for block, Banca, Straits, and pig, when Revelly or Straits was wanted.

A. B. FARWELL recalled and examined.

MAY 31, 1864.

By Mr. Doolittle:

Question. Look at these papers. What do you call them?

Answer. These are the bids of Joseph L. Savage for the Brooklyn navy yard, under the advertisement of February 13, 1863.

Question. When were they put in?

Answer. On the morning of the 12th of March, I think.

Question. Do you remember when these particular bids were put in? They are in one bundle together.

Answer. I remember that Mr. Savage put in all his bids on the morning of the opening.

Question. In what shape were the bids?

Answer They were in an envelope, marked on the back "Proposals for materials for the navy—Bureau of Construction."

Question. And mentioning the particular yards?

Answer. No, sir.

Question. Do these bids contain proposals for different yards?

Answer. No; they are all for one yard—the Brooklyn yard.

Question. Look at the certificate, or guarantee, at the end of the bids; it is a guarantee of C. W. Scofield, of New York, and R. C. Johnson, of Washington, guaranteeing the execution of the bids. Did that guarantee come in with the bids as part of them?

Answer. Yes, sir; that always accompanies the bids.

Question. Then there is a certificate of S. P. Brown, navy agent at Washington, certifying that Scofield and Johnson are men of property, and able to make good their guarantee, and dated March 13, 1863?

Answer. That certificate accompanies the bids; my recollection was that the day of the opening was the 12th of March; but if that certificate is dated the 13th, it must have been later.

Question. Looking to the bid for class 41, glass, I notice alterations of the first figures in a darker kind of ink, and apparently the same kind of ink in which Mr. Savage's name is signed at the bottom. Look at the guarantee and see if the name of Joseph L. Savage, in two places, and the names of Scofield and Johnson, and the signatures of Scofield and Johnson, dated Washington, March 12, 1863, are not all in a different kind of ink from the body of the guarantee?

Answer. They are.

Question. And is not the whole of the certificate at the bottom signed by S. P. Brown as navy agent, and dated March 13, 1863, written in a different ink and a different handwriting?

Answer. It is.

Question. According to your recollection, was it the 13th of March, 1863, that the opening took place?

Answer. It must have been March 13. My recollection was that it was the 12th, because I was thinking that it was one day earlier in March than the advertisement was dated in February.

Question. Do I understand you to say that you remember Mr. Savage coming in with his bids on the morning of the opening?

Answer. Yes, sir; I do.

Question. In relation to Stover's putting in his bids, how was it with him? Did he send them by mail, or bring them there?

Answer. They were always brought there by himself or by Mr. Ainsworth Brown, his chief clerk, on the morning of the opening.

Question. Your best recollection is that the opening was made on the morning of the 13th of March?

Answer. I know it was made on the 12th or 13th. The law requires an advertisement for four weeks, and we always open just as quick as we can after giving the notice. The fact that these bids were guaranteed on the 13th would show that they had not been handed in up to that time. Three-fourths or more than three-fourths of all the bids are brought in on the morning of the opening, and deliverd to the chiefs in the presence of the clerks and bidders. This last time there were only four or five out of a hundred received by mail.

By Mr. Hale:

Question. Do you mean at the opening of March 13, 1863?

Answer. No; but more recently. Indeed, it has been pretty much so ever since the order was given to open them in public; since that time the bidders have brought their bids with them, generally.

By Mr. Doolittle:

Question. Turn to the bid of Savage for class 41, glass, and state what was the estimate made on the part of the yard for the articles required and advertised for in that class.

Answer. For the 150 lights the estimate was nine cents a light, the price bid was fourteen cents; for 100 lights the estimate was ten cents, the bid sixteen cents; for 75 lights the estimate was ten cents, the bid sixteen cents; for 25 lights the estimate was twelve cents, the bid twenty cents; for 25 lights the estimate was ten cents, the bid twenty cents; for 25 lights the estimate was twelve cents, the bid twenty cents; for 37 lights the estimate was fourteen cents, the bid twenty cents; for 50 lights the estimate was eighteen cents, the bid twenty-five cents; for 25 lights the estimate was twenty-four cents, the bid twenty-five cents; for 25 lights the estimate was thirty-seven cents, the bid thirty cents; for 20 lights the estimate was fifteen cents, the bid fifty cents; for 24 magazine lenses the estimate was seven dollars, the bid twenty dollars; for 10 deck lights the estimate was seventy-five cents, the bid one dollar; for 10 additional deck lights the estimate was ten cents, the bid sixty cents; for 50 dozen hexagon deck lights the estimate was twelve dollars a dozen, the bid seventeen dollars and fifty cents. The aggregate of the estimate was $863 43; the aggregate of the bid, $1,478 65.

Question When was that estimate made?

Answer. January 19, 1863.

Question. The bid was put in on the 13th of March. How much general advance had there been, on the average, in prices between the 19th of January and the 13th of March?

Answer. I can only say that comparing bills which were paid on the 19th of January with bills for the same articles on the 21st of March, there was an increase of over thirty per cent. in the market price.

By Mr. Buckalew:

Question. What articles?

Answer. Several articles that were purchased under these contracts.

Question. Do you know that they were the articles mentioned in this bid?

Answer. Yes, sir; some of the lights that were purchased at the Brooklyn yard in open market advanced thirty per cent. in price between the time the order was made and the time we entered into the contracts, and called on the contractors to deliver.

By Mr. Doolittle:

Question. In relation to the hexagon deck lights, three inch, the bid, as it was written in the original handwriting, seems to have been put in figures at $7 50, does it not?

Answer. Yes, sir.

Question. And when there was an alteration made in another ink there seems to have been ten dollars added, per dozen, by putting the figure 1 before 7, so as to make it $17 50?

Answer. Yes, sir.

Question. Do I understand you to say that the estimate was made on the 19th of January at $12 a dozen?

Answer. It was.

Question. But when the bid was put in on the 13th of March it was put in at $17 50 a dozen?

Answer. That was the way it was put in.

Question. How much would an advance of thirty per cent. on $12 have carried the price to?

Answer. It would have carried it up to $15 60, so that the bid was $1 90 per dozen more than the market value. There is only one correction, except a mistake of seventy-five cents, which seems to have been made at the opening, and that was in the carrying out of the bid for magazine lenses; that correction was made by Mr. Lenthall at the time, in the margin, with a red pencil mark. Under that same advertisement, where we failed to furnish parties with a contract for execution within ten days, as we always contemplate doing, some of them declined to go into the contract on the ground that the articles had so increased in price that they could not do it. I do not now remember the names of those parties, but I think there were three who refused to make contracts, and my recollection is that one of them was a Mr. Paul J. Field, of Philadelphia. The reason they gave was, that they had made an agreement with deal rs to deliver them articles at the end of ten days, but when the ten days expired the articles had so gone up that parties with whom they had arranged declined to comply with their agreement, and they were off.

Question. How did it happen that they were not notified during the ten days?

Answer. There was a great press of business, and there were so many arrears to attend to, that we could not get it done. The last time it was nearly ten days before we were through.

By Mr. Hale:

Question. State how Savage's bid for class 41 at the Brooklyn yard appeared to be footed up in figures, and written out when it was handed in.

Answer. It was written out five hundred and thirty-seven dollars and ninety cents. It was footed up in figures in ink $537 90, and then there is a pencil mark in front of the figure five; whether it was put in there at the time I do not know.

Question. State when you first saw Savage on the morning of the opening of these bids, and under what circumstances?

Answer. The first I saw of him was that he came into my room at the office with his bids.

Question. At what time?

Answer. I am not in the habit of getting there until nine o'clock. I cannot tell at what precise time it was, but it was between nine and ten o'clock, because we commenced the opening at ten o'clock.

Question. He came with his bids?

Answer. Yes, sir.

Question. What did he say?

Answer. He said, "I have brought in my proposals," and he handed them to me, and I told him to take them into the chief, that they never came into my hands.

Question. Did you look at them enough to see what they were? In the first place, did you take them into your hand?

Answer. No, sir.

Question. Did he lay them down before you?

Answer. No, sir. He offered to hand them to me, saying that he had his proposals.

Question. Did you look at them enough to see what they were?

Answer. I saw distinctly that they were proposals for the navy, and then I told him to take them to the chief.

Question. Did you see whether the proposals were sealed or not?

Answer. I did not.

Question. Where did he go from there?

Answer. Into Mr. Lenthall's room.

Question. How long was he in that room?

Answer. I should not be surprised if he were there two or three minutes.

Question. How long was Savage in Mr. Lenthall's room?

Answer. He staid there until the bids were opened.

Question. How long was it before you went in?

Answer. I went in before ten o'clock. I probably went in very soon, because we were arranging our papers and desks for opening, going in and out every minute.

Question. Was anybody else in Mr. Lenthall's room when Savage went in?

Answer. I do not remember; I only remember the fact that three or four came in that morning, and among them was Mr. Savage. Mr. Jewett came in I remember distinctly, and Ainsworth Brown, and a new man came there by the name of Sherrill, from Albany, who first put in bids that year.

Question. Have you looked at all the papers that are accessible in your office to illustrate anything about these bids of Savage?

Answer. I have not looked at many papers; I have looked at what occurred to me this morning.

Question. Can you find any papers that give any clue to what the original publication of the bid for class 41, Brooklyn, in the scale was?

Answer. No, sir. All I can give is the figuring here, $1,237 85, which is on this bid, and which I presume was the figuring of the party who put it in. I know that these figures are not the figures of any clerk in our bureau.

Question. When were the figures in pencil on the left of the bid made there?

Answer. I put them in there this morning; I took them from the estimate of the yard.

Question. Do you know whether Savage brought his bids for the other bureaus that morning?

Answer. No, sir. They did not open in the other bureaus at the same time. There was only one other bureau where they had an opening on that day.

The witness continued as follows:

Subsequently Mr. Farwell submitted a further statement in explanation of his evidence, and remarks upon other evidence already given, which the committee received, and decided to report, except personal reflections upon others who had testified, which the committee deemed irrelevant and impertinent, and have erased from the statement which follows.

If the committee will allow me, I will briefly notice the analytical or fourth

pamphlet, and also the testimony of Mr. F. W. Smith, of the firm of Smith Brothers.

Class forty-one—ash oars, at Washington.

Oars are received differently at the several yards. In some, the sample is a finished oar; in others, only a split rafter. The former are much more expensive than the latter.

The contractor at Portsmouth has asked to be relieved from his contract, as he would lose much money if compelled to fill it; hence it is a false conclusion of Mr. Smith, that the difference in the prices between the two yards (Portsmouth and Washington) is a loss to the government. First, because they are different articles; and secondly, because the loss falls upon this low contractor.

Tools for stores at New York.

The price of jack-screws may have depended on the sample. To what extent the high price (if the value Mr. Smith gives is true) may have been reduced in other articles, making it the lowest bid, can only be told by hardware men, and Mr. Smith was not so prompt in pointing out the low prices that may have compensated.

Zinc and tin, class thirty-one, Kittery.

The copper and the tin appear to have been the principal articles in this class, and whether Smith's statement of value is true is not known. It was awarded to the lowest bidder, and although so convenient for Mr. Smith to deliver, he did not bid. Why he declined to bid at his market rates, or at all, is best known *to him, as large amounts of the articles named in this class have been purchased of him in open market.*

Glass, class forty-one, New York.

Mr. Smith does not give a price for the magazine lenses, which he regards *as high*, but takes the lowest bid at another place, and, with great mercantile simplicity and candor, assumes *that* as the market price. The committee will readily see that his statement—that the difference in the prices is a loss to the government—is not true, especially as the value of the article depends on the sample.

Smith bases his statement on the idea that it was common window glass; whereas the specifications and contract distinctly say, "double thick, first quality Baltimore glass." That was the printed specification on which bids were invited, which fact, Mr. Smith, scrupulously anxious to avoid saying too much, failed to state at all.

Mr. Smith, on page thirty-eight of his testimony, would seem to exhibit a great want of candor. Where *all* the bids for a given class are regarded by him as high, he fixes prices to suit himself, and states the difference to be "a loss to the government." Where he finds a class bid *high* for at one yard, and *lower* at another, than the prices fixed by him, he abandons his own prices, and assumes that the difference between the *high* bid at one yard, and *low* bid at another, "is a loss to the government."

Hardware, at Philadelphia, class thirty-three.

Mr. Smith says the copper tacks contracted for in this class at seventy-five cents per pound are worth fifty-eight to sixty-three, when, in their own contract at Boston, made several months previous, when everything was much lower, they stand at seventy cents. The committee will thus judge whether their assumed prices are quite reliable.

Class twenty-five, iron, Brooklyn.

This class was awarded to the lowest bidder, and the loss to the government will be tested by the accuracy of Mr. Smith's statement.

Iron is an article competed for by many parties. The bid of David W. Weiss was guaranteed by Joseph Tuckerman and Lucius Tuckerman, and certified by Isaac Henderson, the navy agent at New York. Beyond this nothing is known of him.

Class twenty-six, steel, Brooklyn, referred to on page fifty-nine of Smith's testimony, the steel *has all been delivered,* and fairness would have offset this against his high prices.

If parties do not think it advisable to bid for articles at the yards where they reside, or elsewhere, or if they combine to induce other parties to refrain from competing, the department cannot know it, neither has it power to prevent such combinations.

Mr. Smith, in his fourth pamphlet, speaks of Stover, Scofield, Savage and Hollins, as constituting a "ring," and distinctly intimated that "extraordinary facilities" must have been afforded them to enable them to bid so successfully.

The following statement of bids shows that the classes were competed for by two hundred and thirty-eight bidders:

One hundred and forty-four of the bids were by S. S. S. & Co., the "ring;" ninety-four of the bids were by other parties.

The "ring" obtained twenty-three classes, being about sixteen per cent. of their number, and the other parties obtained twenty-nine classes, being more than twenty-nine per cent. of their number.

This statement and the following analysis is made to show how groundless is the imputation of "extraordinary facilities" for the "ring," made by Mr. Smith:

Advertisement, February 13, 1863.—*Kittery.*—Five classes were for lumber, and were competed for only by lumber dealers. Fourteen classes were competed for by sixty-six competitors. Thirty-six of these were members of the "ring," and thirty were "outsiders." Two classes were bid for by the "ring" alone. Of the fourteen classes the "ring" obtained five, and the "outsiders" nine. Twenty-three classes.

Charlestown.—Five classes were for lumber, and were competed for by lumber dealers only. Thirteen classes were competed for by seventy competitors. Thirty-nine of this number were members of the "ring," and thirty-one were "outsiders." Of these fourteen classes the "ring" got four, and the "outsiders" got ten. One class was bid for by the "ring" only. Nineteen classes.

Brooklyn.—Ten classes were for lumber, and lumber men only competed for them. Thirteen classes were bid for by the "ring" only, and for two of these there was but a single bidder. Two classes were competed for by eight members of the "ring," and two "outsiders," and the "outsiders" got *one.* Twenty-five classes.

Philadelphia.—Six classes were for lumber, and competed for only by lumber dealers. Fourteen classes were competed for by forty-four members of the "ring," and twenty-one were "outsiders." The "ring" got nine, the "outsiders" five. Twenty classes.

Washington.—Five classes had but a single bidder. Eight classes were competed for by nineteen members of the "ring," and nine "outsiders." The "ring" got four, and the "outsiders" four. Thirteen classes.

JUNE 1, 1864.

IRA MURDOCK recalled and examined.

By Mr. Hale:

Question. State any facts in your knowledge which tend to prove that bidders at the several bureaus of the Navy Department may have had any knowledge of any bids before theirs were put in.

Answer. At the opening of the bids in the Bureau of Steam Engineering, early in the spring of 1863—I cannot give the exact date—there were bids received and accepted on the day after the bids generally had been opened and entered on the schedules, and by parties who were present at the day of the opening, the day previous. Among them I remember bids from Mr. Stover for classes at the Washington yard, in connexion with others which I cannot now call to mind. I remember, too, that he had no bids for that yard entered on the schedule on the day of the opening, and that all the bids which were deposited and accepted on the morning after were successful. I remember, too, that Mr. Neally, who had charge of the bids, threw out one or two classes on account of the prices being exorbitant. He took the responsibility to throw them out himself, for the reason that there were no other bidders for the class but Mr. Stover's.

At the two openings when I was present, but more especially the opening in June of last year, there were a large number of persons present, and every one in the room had the liberty to take the bids, after they had been opened and read, and examine them, and even to take them out of the room into an adjoining room; and I remember distinctly that Mr. Ellis, who had a bid in for two or three classes, came to me and protested against the thing being allowed, for the reason that there was a party whom he did not know in the room, who had all his bids, and was sitting at Mr. Isherwood's table with a pen in his hand, copying and examining the bids. And there were times when every person in the room had bids of their own or others in their hands, which they read and examined at their leisure.

By Mr. Doolittle:

Question. Were you in the Bureau of Steam Engineering at that time?

Answer. Yes, sir.

Question. Who was the head of that bureau then?

Answer. Mr. Isherwood.

Question. Who was present at the time those bids were opened?

Answer. I cannot name them. There were very few of them that I knew. Mr. Isherwood, Mr. Neally, and Mr. Deeble, from the Bureau of Construction, were those who officiated at the opening.

Question. Were you there also?

Answer. I was not in the room. I was in the adjoining room.

Question. You say that after the day of the opening bids from Stover, or some other parties, were received for those same contracts?

Answer. Yes, sir, from Stover, and other parties, I think.

Question. How do you know that?

Answer. Because I remember their being brought into the room and handed to Mr. Isherwood when Mr. Neally and myself were present, on the morning after.

Question. You say that those bids were given in on the day after the bids generally had been opened, and all the persons present there had seen them?

Answer. Yes, sir.

Question. Was anything said about it at the time?

Answer. There was some discussion between Mr. Isherwood and Mr. Neally at the time, as the bids had not been opened before, and finally Mr. Isherwood

handed them to Mr. Neally and told him to enter them on the schedule. I cannot say whether Mr. Isherwood opened them himself, but Mr. Neally entered them.

Question. Who made that remark—to take them, and open them, and enter them on the schedule?

Answer. Mr. Isherwood.

Question. Was there anything said by any one there about their being received the day after the bids were opened?

Answer. No, sir. They were brought in by a gentleman representing Mr. Stover, who took them to Mr. Isherwood, and told him there was a mistake in their not having been brought in the day before.

Question. What was that gentleman's name?

Answer. Ainsworth Brown. He was Mr. Stover's chief clerk.

Question. He said there was a mistake in handing them in?

Answer. I think he gave a very good excuse, which I do not precisely remember, as to his handing them in, but I remember the discussion which arose after, as to whether they ought to be accepted or not.

Question. Between whom was that discussion?

Answer. Between Mr. Neally and Mr. Isherwood.

Question. State what each of them said about it.

Answer. But very few words passed. I cannot remember them.

Question. Give the substance.

Answer. I only remember that Mr. Neally asked if they should be accepted, and Mr. Isherwood, after hesitation, said they had better be opened.

Question. You say that Brown, you think, made a remark that it was a mistake that they had not been handed in the day before. To whom did he make that remark?

Answer. I think he was addressing Mr. Isherwood.

Question. This was in the spring of 1863?

Answer. Yes, sir.

Question. Do you know where Mr. Brown is now?

Answer. I do not. It is said that he is out of the country.

Question. Was Mr. Stover there on the day of the opening?

Answer. I do not think he was. I do not remember his being present.

Question. Was Mr. Brown there?

Answer. Yes, sir. I cannot state to you the discussion or remarks which occurred, for the reason that I thought nothing of the matter at the time; but Mr. Neally afterwards called my attention to the fact of their being all for the Washington yard, and being all successful bids. The idea of their being accepted as they were created some talk between Mr. Neally and myself.

Question. You were examined here once before, and you said nothing then about this circumstance.

Answer. No, sir; and my attention was only recalled to it after reading the recent debate in the Senate between Mr. Hale and Mr. Grimes, and by a question put to me this morning by Mr. Hale.

By Mr. Buckalew:

Question. Do I understand that the aggregates were taken down before the bids were handed to the bidders for examination?

Answer. Yes, sir, the aggregates before the corrections were made.

By Mr. Doolittle:

Question. How long were you in the Bureau of Steam Engineering?

Answer. From the time it was established until June or July last, and in the office of the engineer in chief for some three years previous.

Question. When was this bureau established?

Answer. I think in August, 1862, the bureaus were reorganized.

Question. At the March or spring letting of 1863, of which you have spoken, were the bidders present to see the bids opened?

Answer. Yes, sir.

Question. I understood your statement on that subject to relate to the June letting.

Answer. I stated that at the June letting there were a great number present, and the bids were more freely separated and handled from the fact that there were a great many present.

Question. Then you mean to say that bidders were present at both those lettings, but that more were present at the June letting than at the former one?

Answer. Yes, sir; but at the June letting they were very strict in regard to receiving bids, and received none after four o'clock in the afternoon of the day before the opening. There was a strict order issued in regard to them. We even took the precaution to send to the post office, at four o'clock that afternoon, and get a certificate from the postmaster that all communications had been taken from the box of the bureau—a precaution which was not taken at the former opening.

Question. Were those the only two openings while you were in the bureau?

Answer. Yes, sir.

JUNE 2, 1864.

IRA MURDOCK recalled and examined.

By Mr. Doolittle:

Question. Since your examination, yesterday evening, has your attention been more particularly called to the transaction of which you then spoke than it was before?

Answer. Yes, sir.

Question. Was not the bureau of which Mr. Isherwood was the chief a branch of the bureau of which Mr. Lenthall was chief?

Answer. Yes, sir, and the advertising was all done by Mr. Lenthall.

Question. Was not the bureau then under Mr. Lenthall called the Bureau of Construction, Equipment and Repair? Was it not all one bureau at the time of the advertising?

Answer. I do not know whether it was or not. I only know that Mr. Lenthall issued the advertisement for the Bureau of Steam Engineering.

Question. When the bids were put in, do you know whether some of them which were intended for the Bureau of Steam Engineering were delivered in fact to Mr. Lenthall?

Answer. I know there were some bids in Mr. Lenthall's bureau that belonged to the Bureau of Steam Engineering.

Question. They had all been under one bureau previous to that time, and the advertising was issued by Mr. Lenthall's bureau?

Answer. Yes, sir.

Question. Was that the spring opening of 1863 of which you speak, the first opening made by the Bureau of Steam Engineering, of which Mr. Isherwood was chief?

Answer. Yes, sir.

Question. Now, to come more particularly to the transaction of which you spoke in relation to the bid put in by Mr. Brown in behalf of Stover, on having your attention more particularly called to it, do you remember the mistake which Brown asserted was the reason why the bid had not been handed in to Mr. Isherwood?

Answer. I remember, since having my attention called to the fact last evening, that the claim which he made was that the bid was deposited originally in Mr. Lenthall's bureau.

Question. Did he claim that the bid had been delivered in time, delivered the day before?

Answer. He claimed that the bid had been delivered to Mr. Lenthall's bureau, and was found among his bids at the opening, whereas it ought to have been delivered to Mr. Isherwood.

Question. When Mr. Brown came into Mr. Isherwood's bureau and saw Mr. Neally there, did not Mr. Farwell, the chief clerk of Mr. Lenthall's bureau, come in with him?

Answer. I think Mr. Farwell was in before Mr. Brown came in.

Question. On reflection, was it not Mr. Farwell, in fact, that brought the bid into Mr. Isherwood's bureau in his hand?

Answer. I neither saw Mr. Farwell nor Mr. Brown bring in the bid in his hand. My reason for saying that Mr. Brown brought the bid into the bureau was, that at the time my attention was called to the remarks between himself and Mr. Neally, he had in his hand what I supposed to be the bids, and which probably were. They may have been brought in to Mr. Neally or taken from Mr. Neally's desk. On reflection I cannot say positively that he brought in the bids. I only saw him with what I supposed to be the bids in his hands, at the time my attention was called.

Question. When he was arguing or talking with Mr. Neally?

Answer. Yes, and I supposed he had then brought in the bids.

Question. On reflection, now, you say that you recollect Mr. Farwell coming in before Mr. Brown?

Answer. I remember Mr. Farwell coming in two or three times with bids from his bureau, but what bids they were I do not know. I also remember that Mr. Isherwood sent me several times to Mr. Lenthall's bureau with bids which were deposited in his bureau through mistake, but were not discovered, of course, until after the envelopes were opened.

Question. When Brown was there talking with Mr. Neally had Mr. Isherwood come in at that time, or did he come in after that?

Answer. He came in after that, and I think Mr. Farwell was in the room at that time.

Question. When Mr. Brown was arguing this matter about receiving the bids with Mr. Neally, what did Mr. Neally say? Did Mr. Neally object to receiving them?

Answer. He made objection to receiving them without reference to Mr. Isherwood.

Question. What did Mr. Isherwood say?

Answer. I do not remember anything that Mr. Isherwood did say. I think the conversation occurred in his own room. I cannot call to mind any talk between Mr. Isherwood and Mr. Neally.

Question. In this matter of arguing with Mr. Neally and Mr. Isherwood about the propriety of receiving the bids, did not this man Brown say that they were put in in time in Mr. Lenthall's bureau, and he was not to blame for that mistake?

Answer. He said they were deposited with his other bids in Mr. Lenthall's bureau.

Question. And that it was such a mistake as that they ought not to exclude his bids for that reason?

Answer. Yes.

Question. You do not remember what remark Mr. Isherwood made about it?

Answer. I do not.

JUNE 2, 1864.

B. F. ISHERWOOD recalled and examined.

By Mr. Doolittle:

Question. Do you remember the occasion of a bid being brought into your office the next morning after you commenced your opening, which was alleged to have been filed with Mr. Lenthall—a bid for Mr. Stover?

Answer: I have a very indistinct recollection of Mr. Farwell bringing some bid to me. Whether it was Mr. Stover's bid, or whose it was, I cannot now say. It has passed from my mind. I have been endeavoring to recollect the name, but I cannot. I know that he brought some bid that had been sent to their bureau with other bids, and upon opening it, they finding that it belonged to my bureau, he brought it in to me. That was in my own office.

Question. Do you remember that there was some question or some discussion with any person as to whether a certain bid should be or should not be received by you, between Mr. Neally and yourself, or some person?

Answer. I do not recollect now whether any such discussion took place or not; but the simple fact would have been to ascertain whether that bid had been sent in due course of mail with other bids to the other bureau by mistake; and if it had been, there would be no question as to the propriety of receiving it; it would have been a mere mistake in its address, which was very easy to be made in view of the circumstance of the division of the bureaus.

Question. Do you know a man by the name of Ainsworth Brown?

Answer. I do not know him.

Question. Do you know Stover?

Answer. I know him by sight. He has been in my office frequently. I know him more particularly with regard to contracts for steam machinery that he executed for the government. I do not think I ever had any conversation with him.

Question. You do not call to mind the name of the person whose bid you are speaking of as being sent to the other bureau?

Answer. No, sir. I merely recollect the general fact now of Mr. Farwell having brought in some bid from the Bureau of Construction which had been sent to that bureau by mistake, and which belonged to my bureau.

Question. Where they had already been sent in in time, on the day fixed in the advertisement, did you ever give directions to have any bid received and scaled that was brought into the department after the day fixed?

Answer. Never. I never received any that was offered after the opening commenced, not even on the same day. When the opening once commences, when the first seal is broken, all further bids are excluded.

Question. And any bid that may have been brought into your office after the opening commenced was a bid which had been filed by mistake in some other bureau of the department, but filed in time?

Answer. These bids that we are now referring to in these two bureaus were opened on the same day. The bids for my bureau were comparatively few, quite insignificant compared with the others. We got through ours the first day. The other bureau took two days to open theirs, and, of course, until they did open them they could not tell to whom they belonged, nor to which branch of the bureau they ought to go.

Question. The old bureau, under the charge of Mr. Lenthall, was a bureau of construction, steam engineering, and repairs?

Answer. All the functions that now belong to the three distinct Bureaus of Construction, Equipment, and Steam Engineering, then belonged to the Bureau of Construction alone, which was under Mr. Lenthall.

Question. Your bureau, which is the Bureau of Steam Engineering, branched off from his bureau just about this time?

Answer. It was a sub-office of his bureau previously, and had then just been erected into an independent bureau. This was the first bidding after the separation.

Question. Who issued the advertisements for this bidding for both these branches of the old bureau?

Answer. Mr. Lenthall issued the advertisements for that bidding. All since have been issued by me.

Question. Were the advertisements in this bidding issued just as they had previously been, as if it was but one bureau?

Answer. Yes, sir.

JUNE 2, 1864.

A. B. FARWELL recalled and examined.

By Mr. Doolittle:

Question. You were chief clerk of the bureau of which Mr. Lenthall was the head at the time of the advertisement spoken of, as I understand?

Answer. Yes, sir, I was.

Question. You may state whether all the advertisements for that bidding of the early spring of 1863 were issued by your bureau, of which Mr. Lenthall was chief.

Answer. They were all issued from our bureau.

Question. Do you remember the circumstance of a certain bid that was put in by one Ainsworth Brown, in behalf of Stover, in the spring of 1863?

Answer. I remember that Mr. Ainsworth Brown brought all of Stover's bids there at that opening.

Question. On what day did he bring the bids there?

Answer. He brought them there on the morning of the 13th of March, 1863, the morning on which the opening commenced.

Question. Before any opening had taken place?

Answer. Yes, sir.

Question. With whom were they filed?

Answer. With Mr. Lenthall.

Question. Brown acted as agent for Stover?

Answer. He said he was Mr. Stover's chief clerk.

Question. I believe you have already stated that the openings by Mr. Lenthall were made in your presence?

Answer. Yes, sir.

Question. Do you remember the opening of Stover's bids in your bureau?

Answer. I do not remember the opening of Stover's bids any more distinctly than I do the opening of others. I remember that his were opened.

Question. On the opening of those bids will you state whether you found that he had put in bids for matters which belonged to Mr. Isherwood's bureau, and for what yard?

Answer. Yes, sir; but I do not remember the yard. I only remember that in Mr. Stover's bids we found proposals belonging to Mr. Isherwood's bureau.

Question. Can you state what was done with those bids that belonged to Mr. Isherwood's bureau?

Answer. That bid of Mr. Stover was opened on the second day of our openings.

Question. You are sure it was filed on the first day?

Answer. Yes, sir, they were all filed together. We never took any bids into

the bureau after we commenced opening; and when those are torn off they were found to contain bids for lettered classes. Our own bids were all for figure classes, and in the other two bureaus the classes were lettered. These were torn off by Mr. Lenthall, and he ordered me to take them into Mr. Isherwood's bureau. I did so, and offered them to Mr. Neally, Mr. Isherwood's chief clerk.

Question. On which day did you take them in?

Answer. On the second day of our opening. When I got in there Mr. Neally declined to take them, saying that they had closed their opening. I said to him that Mr. Lenthall had torn them from our bids—that they belonged to his bureau. He said that, as they had got through, he would not take them, but I might hand them to Mr. Isherwood. Mr. Isherwood was then out, but he came in while I was there talking with Mr. Neally, and I handed them to him, saying "these belong to your bureau," and I immediately went out.

Question. Do you remember whether Mr. Brown went in with you or not?

Answer. My recollection is that Mr. Brown came in while I was there; he came in while I was going out of the door, and he said he was going in to see that his bids were properly scaled.

Question. Was Mr. Murdock there at the time?

Answer. Yes, sir; Mr. Murdock was sitting at what is called the engineer's desk, his back to us.

Question. State what occurred—what did Brown say on the subject?

Answer. When I started to go out of the door Brown wanted me to say to Mr. Isherwood that they had been torn from our bids, as they were. I told him that I had already said that to Mr. Isherwood, and I recollect saying to Mr. Isherwood that my opinion was that they had better be scaled, and, if they had any doubts, submit the question to the department whether they should be accepted.

Question. What did Mr. Isherwood reply to that?

Answer. I think Mr. Isherwood told Mr. Neally to scale them, and they would afterwards settle whether they ought to be received or not.

Question. I understand you to say that you carried in those bids yourself, of Stover, and handed them to Mr. Neally?

Answer. I carried them in myself. I offered them to Mr Neally. He declined to take them, and I then handed them to Mr. Isherwood. They never went into Brown's hands until they had been in Mr. Isherwood's. There were bids of many parties torn off in the same way for Mr. Isherwood's bureau and the Bureau of Equipment.

Question. The bids came into your bureau, it would seem, just as they had formerly, before the division of the bureau; and then looking over those bids, seeing some for construction, some for engineering, and some for equipment, you separated the classes and sent them around to the different bureaus where they properly belonged?

Answer. Yes, sir.

Question. As to this particular bid of Stover's which Brown represented, are you positive that it was put in on the first day?

Answer. I am positive that it was put in there in the morning with all Stover's bids. They were all put in together by Mr. Brown. We never took a bid in our bureau after the openings commenced. Bids have been received at our bureau by mail arriving there the next day and have been scaled, leaving half a dozen lines between the regular scale and those that came in late, and the words "Received too late" were marked opposite to them, and they were never considered in the awarding of contracts.

JUNE 2, 1864.

IRA MURDOCK recalled and examined.

By Mr. Doolittle:

Question. On your hearing Mr. Farwell state the facts in relation to what occurred there, does your recollection agree with his as to what he states?

Answer. Yes, sir; I should like to look at the scale of that bidding. [Scale shown to witness.] On examining the original scale, I find that Mr. Stover bid for four classes, that two were awarded to him, and on one class he was not a successful bidder. On the remaining class the bid was thrown out, there being no competitor and the price being exorbitant. On further reflection and examination of the scale, I desire to make this correction of the statement I made yesterday.

38TH CONGRESS, 1st Session. | SENATE | REP. COM. No. 100.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. FOSTER submitted the following

REPORT.

The Committee on Pensions, to whom was referred the memorial of Charles Rumsey, asking arrears of pension, beg leave to report:

That the petitioner is a soldier of the war of 1812. He was wounded on the twenty-fifth day of July, 1813, and was placed on the pension-roll from the twelfth of January, 1816. He asks that his pension may be paid him from the day on which he received his wound to the day on which his name was placed on the roll of pensioners.

Your committee see no reason why any exception should be made in this case to the uniform rule with respect to the date of the commencement of pensions, and they therefore recommend that the prayer of the petitioner be not granted.

38TH CONGRESS, 1st Session. } SENATE. { REP. COM No. 101.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. HOWE made the following

REPORT.

[To accompany bill S. No. 346.]

The Committee on Claims, to whom was referred the petition of R. G. Murphy, having had the same under consideration, ask leave to make the following report:

The petitioner claims the sum of $1,800, which sum was charged to him in his account as agent for the Sioux Indians, and paid by him to the government upon settlement of his accounts.

The charge was based upon receipts given by the petitioner on the 27th day of July, 1854, to Willis A. Gorman, then governor of Minnesota Territory and superintendent of Indian affairs at the northwestern superintendency.

Mr. Murphy does not deny that he executed the receipts on the day they bear date. He admits that; but he denies that the receipts were delivered by him to Governor Gorman, or that he ever received the money mentioned in them, or any part of it.

He asserts that, on the day the receipts were executed, he called on Mr. Gorman, who had agreed to let him have eighteen hundred dollars for the purpose of his agency; that receipts for that amount were drawn up and signed by him; that a discussion then ensued between Mr. Gorman and the claimant as to whether the latter ought not to use some funds then in his hands before drawing any more. Murphy contended that the funds in his hands were not applicable to the particular use for which he wished the $1,800. Mr Gorman contended for the contrary, and, after considerable discussion, so decided and refused to pay over the $1,800. Whereupon the claimant says he left Mr. Gorman's office a good deal excited, and leaving the receipts upon the table.

Mr. Gorman, it appears, credited himself in his account as superintendent with $1,800 paid to Mr. Murphy, and presented those receipts as vouchers. Of course the amount was charged over to the account of Mr. Murphy by the government.

The committee are satisfied that the charge was erroneous; that the credit which Mr. Gorman gave to himself was false; that no part of that money was paid by him to Murphy; and that he had no more right to use the receipts as vouchers than if he had made them himself.

It appears that at the time those receipts were made there were present, besides Mr. Murphy and Mr. Gorman, one Charles H. Mix, the private secretary to the governor, and one Andrew Robertson, who was in the employ of the government as superintendent of farming for the Indians. Of these Mr. Murphy

swears positively to the circumstances attending the making of the receipts, and positively to the fact that no money was paid him by Governor Gorman.

Mr. Robertson is dead; but his widow and his son both swear that they have often heard him speak in his lifetime of Mr. Murphy being swindled out of a sum of money by Governor Gorman, although they do not remember the sum. Charles H. Mix is in the army, and his testimony could not be obtained. A letter from him to the claimant, dated February 6, 1861, was placed before the committeee, from which the following extract is taken:

"I remember of your calling on Governor Gorman in the summer of 1854, and made a request for certain moneys applicable to your agency. Receipts were written for you to sign as having received money from Willis A. Gorman, superintendent of Indian affairs. These receipts you signed. Governor Gorman, after having a talk with you about this money, told you that he could not let you have any. You went away apparently excited, leaving these receipts on the table. I took them and handed them to Governor Gorman, at the same time saying to him, I think that Major Murphy is very loose in transacting his business, for he has left these receipts without receiving any money. Governor Gorman took the recepts from me. Whether he destroyed them or not, I cannot say."

Governor Gorman, the only other person present at the time of the transaction, was notified by the committee, by letter sent on the second of April last, to appear before the committee and give evidence; but he has neglected to appear or respond in any way to the call.

The testimony of Mr. Murphy is further corroborated by a letter written by Governor Gorman himself to Mr. Murphy, which bears date on the 29th of July, 1854, two days after the receipts were given. In that letter he acknowledges the receipt of a letter from Mr. Murphy, dated on the 27th of July, the very day the receipts were given, complaining of the refusal to pay the money; and the governor's letter goes on at great length to justify his refusal.

Mr. Murphy is also further corroborated by the circumstance that his accounts for the quarter ending on the 30th of September, 1854, were transmitted to the Commissioner of Indian Affairs by Mr. Gorman. If Mr. Murphy had received that $1,800 on the 27th of July, he ought to have been charged with it in the very account which Mr. Gorman transmitted. He was not charged with it. It was the duty of the superintendent to have corrected such an omission.

Your committee cannot believe, if the money had been paid, that the superintendent would have failed to have it properly charged in the account of the agent before he sent it to Washington.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 102.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill S. No. 347.]

The Committee on Pensions, to whom was referred the memorial of Rebecca S. Harrison, widow of the late Lieutenant Horace N. Harrison, asking a pension, beg leave to report:

The husband of the petitioner was a lieutenant in the navy of the United States, and in the year 1838, in an encounter with the Seminole Indians, at or near Jupiter inlet, in the State of Florida, he received a severe wound through the chest, from the effect of which he never entirely recovered. In consequence of this disability he was placed on the naval pension roll, January 15, 1838, at the rate of $6 25 per month, and continued to receive this pension until the date of his death, which occurred on the 29th day of March, 1861.

It further appears that at the time of his death the said Horace N. Harrison was in the line of his duty, having been detached from duty at the observatory in the city of Washington, D. C., by an order of the Secretary of the Navy, dated November 14, 1860, and directed to regard himself as "waiting orders."

It is further represented by the petitioner that the wound of Lieutenant Harrison rendered him peculiarly liable to the disease of which he died, and in this view she believes she was sustained by the opinion of the physician who attended her husband in his last illness. This physician, however, died before his testimony on this point could be obtained. The affidavit of Ann Eliza Brent represents that she attended Lieutenant Harrison in his last illness, and that it is her belief, and she understood it to be the belief of Dr. Richards, his attending physician, that the wound in the chest of the deceased rendered him peculiarly liable to the disease of which he died.

The memorialist further represents that she is in necessitous circumstances, and has three children depending upon her for support.

The committee consider the case a meritorious one, and they herewith report a bill giving to the petitioner the pension appropriate to the widow of a lieutenant in the navy, to commence upon the first day of April, 1864, and to continue during her widowhood.

38TH CONGRESS, 1st Session. | SENATE. | REP. COM. No. 103.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 468.]

The Committee on Pensions, to whom was referred a bill (H. R. 468) to amend an act for the relief of Valentine Wehrheim, approved June 12, 1860, beg leave to report:

The petitioner was a soldier in the Mexican war, and at the battle of Buena Vista received a musket ball through the body, passing through the liver. On the 26th of January, 1854, he was placed on the pension roll at the rate of eight dollars per month. He subsequently became blind and deaf from the effects of his wound, and on the 26th of January, 1860, Congress, by special act, increased his pension to $25 per month. He asks that he may be paid back pension at this increased rate from the date of his original pension.

The committee are of the opinion that the petitioner has met with most liberal treatment at the hands of the government, and they see no sufficient reason why exception should be made in his case to the law respecting back pay. They therefore recommend that the said bill do not pass.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. FOSTER made the following

REPORT.

[To accompany bill H. R. No. 390.]

The Committee on Pensions, to whom was referred a bill (H. R. 390) for the relief of Emily A. Lyon, together with her memorial, beg leave to report:

It appears from the memorial of the petitioner that her late husband, Alfred M. Lyon, was sutler to the 23d regiment Iowa volunteers; that at the opening of the last campaign against Vicksburg—it having been ordered by Major General Grant that all surplus baggage and stores should be left at Perkins's plantation—the said Lyon left his sutler's stores behind, and volunteered to do duty as a private in company A, of the said 23d regiment Iowa volunteers; that he did serve in that capacity, and at the engagement at Black river, on the 17th day of May, 1863, he was mortally wounded in the charge which secured the victory to the Union forces, and died there upon the field. The petitioner further represents that the estate of her late husband is insolvent; that she is in necessitous circumstances, and has four children, the eldest of which is thirteen years of age, dependent upon her for support.

A certificate substantiating the above statements accompanies the memorial signed by eighteen of the officers of the said 23d regiment Iowa volunteers, including the captain and both lieutenants of company A, in which company the deceased was serving when he fell.

The committee are of the opinion that, although the deceased was never mustered into the service of the United States, the case is decidedly one which falls within the spirit and intent of the pension laws, and that a pension should be granted to the petitioner. They recommend the passage of the accompanying bill as a substitute for the bill from the House of Representatives, as the latter, in their judgment, does not grant adequate relief.

38TH CONGRESS, 1st Session. | SENATE | REP. COM. No. 105.

IN THE SENATE OF THE UNITED STATES.

JULY 1, 1864.—Ordered to be printed.

Mr. FOSTER, from the Committee on Pensions, made the following

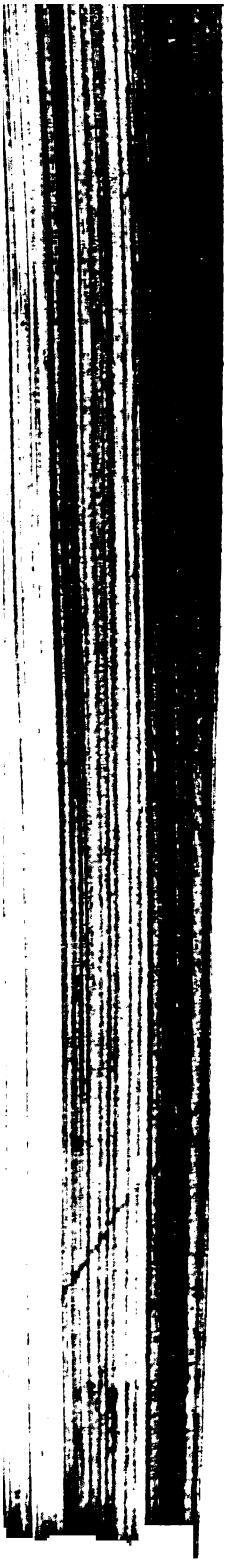
REPORT.

[To accompany bill H. R. No. 478.]

The Committee on Pensions, to whom was referred the bill (H. R. 478) for the relief of Charles M. Pott, beg leave to report:

The petitioner was a member of company K, 179th regiment Pennsylvania militia, and was discharged from the service, on account of disability, on the 7th day of March, 1863. He was detained in the hospital for his pay until the 18th of May, and on the morning of that day, while in a deranged state of mind, he wandered from the hospital, and while passing down a railroad track in the vicinity, was run over by a freight car, which caused the loss of his left arm. The delay of the petitioner at the hospital was not owing to himself, but was the result of a mistake on the part of the commanding officer in sending the papers to the office of the Adjutant General before they had received the signature of the commanding general.

The committee are of the opinion that the case is a meritorious one, and they recommend the passage of the bill.



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